# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM809057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fast Radius, Inc.		12/16/2022	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SyBridge Digital Solutions LLC	
Street Address:	20700 Civic Center Drive, Suite 430	
City:	Southfield	
State/Country:	MICHIGAN	
Postal Code:	48076	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	5722400	ALP
Registration Number:	5922160	APPLICATION LAUNCH PROGRAM (ALP)
Serial Number:	90585006	CLOUD MANUFACTURING PLATFORM
Registration Number:	5269129	FAST RADIUS
Registration Number:	5722225	FR
Registration Number:	5907012	MAKE NEW THINGS POSSIBLE
Registration Number:	6008464	TOTAL VALUE OF ADDITIVE (TVA)
Registration Number:	5694773	TVA

### **CORRESPONDENCE DATA**

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Stephanie Kann

Phone: 949-451-3800

Email: skann@gibsondunn.com

Stephanie Kann **Correspondent Name:** 

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 12972-00011

> **TRADEMARK** REEL: 008065 FRAME: 0948

900771543

NAME OF SUBMITTER:

SIGNATURE:	/stephanie kann/
DATE SIGNED:	05/09/2023
Total Attachments: 8	
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#### INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION (this "<u>Assignment</u>") is made and entered into as of December 16, 2022, by and among Fast Radius, Inc., a Delaware corporation with an address at 113 N. May Street, Chicago, Illinois (the "<u>Assignor</u>") and SyBridge Digital Solutions LLC, a Delaware limited liability company with an address at 20700 Civic Center Drive, Suite 430, Southfield, Michigan (the "<u>Assignee</u>"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below). Assignor and Assignee are individually referred to herein as a "<u>Party</u>," and collectively as the "<u>Parties</u>."

**WHEREAS**, Assignor, Fast Radius Operations, Inc., Fast Radius PTE. LTD and Assignee have entered into that certain Asset Purchase Agreement (the "<u>Purchase Agreement</u>"), dated as of the date hereof; and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the patents, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) and domain names set forth on <u>Attachment A</u> attached hereto (the "<u>Assigned IP</u>"); and

**WHEREAS**, Assignee wishes to acquire Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Transfer of Assigned IP. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts: (a) all of Assignor's right, title and interest in and to the Assigned IP (in each case, together with all goodwill associated therewith and symbolized thereby), (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicensable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.
- 2. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on Assignor's behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the assigned domain names electronically from Assignor's account to Assignee's account and servers.
- 3. <u>Further Assurances</u>. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all

further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Assignment upon request by Assignee.

- 4. <u>Conflicts</u>. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations of the Parties contained in the Purchase Agreement or the survival thereof.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. A signature sent by facsimile transmission or email shall be as binding as delivery of a manually executed copy of this Assignment.
- 6. <u>Choice of Law.</u> Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment and any Claim or Proceeding that may be based upon, arise out of or relate or be incidental to this Assignment shall be construed and interpreted, and the rights of the Parties shall be determined, in accordance with the Laws of the State of Delaware, without giving effect to any provision thereof that would require or permit the application of the substantive laws of any other jurisdiction.
- 7. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).
- 8. <u>Entire Agreement</u>. This Assignment, the Purchase Agreement, and each additional agreement and document referred to herein and therein constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
- 9. <u>Successors</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.
- 10. <u>Severability</u>. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provisions of this Assignment. In the event that any of the provisions of this Assignment shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

**ASSIGNEE**:

SYBRIDGE DIGITAL SOLUTIONS LLC

By: Byron J. Paul
Name: Byron Paul

Spring Paul

Byron Paul

Title: Chief Executive Officer

IP ASSIGNMENT AND ASSUMPTION SIGNATURE PAGE

ASSIGNOR:

FAST RADIUS, INC.

By:

Name: Patrick McCusker Title: Authorized Signatory

IP ASSIGNMENT AND ASSUMPTION SIGNATURE PAGE

# Attachment A

# Trademarks:

Juris.	Mark	App. No.	App. Date	Reg. No.	Reg. Date
US	ALP	88151982	10/11/2018	5722400	4/9/2019
US	APPLICATION LAUNCH PROGRAM (ALP)	88099005	8/30/2018	5922160	11/26/2019
US	CLOUD MANUFACTURING PLATFORM	90/585,006	3/17/2021		
US	FAST RADIUS	87113688	7/22/2016	5269129	8/22/2017
US	FR and Design	88108567	9/7/2018	5722225	4/9/2019
US	MAKE NEW THINGS POSSIBLE	88274379	1/24/2019	5907012	11/12/2019
US	TOTAL VALUE OF ADDITIVE (TVA)	87772533	1/26/2018	6008464	3/10/2020
US	TVA	87772424	1/26/2018	5694773	3/12/2019
UK	ALP	3391300	4/11/2019	3391300	6/28/2019
UK	FAST RADIUS	3391573	4/11/2019	3391573	6/28/2019
UK	FAST RADIUS	UK009 18050136	4/11/2019	UK009 18050136	9/28/2019
UK	ALP	UK009 18050501	4/11/2019	UK009 18050501	9/5/2019
EU	ALP	018050501	4/11/2019	018050501	9/5/2019
EU	FAST RADIUS	018050136	4/11/2019	018050136	9/28/2019
China	ALP	37432934	4/11/2019	37432934	9/7/2020
China	FAST RADIUS	37771762	4/25/2019	37771762	12/14/2019
Japan	ALP	2019-050341	4/10/2019	6184340	9/27/2019
Japan	FAST RADIUS	2019-051597	4/12/2019	6253905	5/25/2020
Malaysia	ALP	TM2019012 543	4/10/2019	2019012543	6/20/2020
Republic of Korea	ALP	4020190056 366	4/11/2019	40-1586004	3/13/2020
Republic of Korea	FAST RADIUS	4020190069 799	5/3/2019	40-1637454	8/27/2020

Juris.	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Singapore	FAST RADIUS	4020190809 2P	4/12/2019	40201908092P	12/19/2019
Singapore	ALP	4020190771 4S	4/10/2019		
Vietnam	FAST RADIUS	4-2019- 14757	5/3/2019	391,703	7/5/2021
Vietnam	ALP	4201911747	4/10/2019		

# Patent Applications:

Juris.	Subject	App. No.	Filing Date	Pub. No.	Pub. Date.
US	Manufacturing and Development Platform	17/460,934	8/30/2021	US 2022/0214666 A1	7/7/2022
US	Manufacturing and Development Platform	17/461,148	8/30/2021	US 2022/0214668 A1	7/7/2022
US	Manufacturing and Development Platform	17/461,058	8/30/2021	US 2022/0214667 A1	7/7/2022
US	Digital Build Package for Manufacturing Product Design	17/647,206	1/6/2022	US 2022/0215133 A1	7/7/2022

# Domain Names:

Domain	Redirects To
cloudmanufacturing.com	(n/a)
<u>fastradi.us</u>	(n/a)

Domain	Redirects To
<u>fastradius.in</u>	(n/a)
produlabs.com	(n/a)
<u>fastradius.com</u>	http://www.fastradius.com/
<u>cloudddm.com</u>	https://www.fastradius.com
thefourthmodality.biz	https://www.fastradius.com
3dmetal.com	https://www.fastradius.com/
3dprintingforindustry.com	https://www.fastradius.com/
3dprintingforjobshops.com	https://www.fastradius.com/
3dprintingformfg.com	https://www.fastradius.com/
3dprintingjobshops.com	https://www.fastradius.com/
additivemail.net	https://www.fastradius.com/
eloudddm.co	https://www.fastradius.com/
cloudddm.info	https://www.fastradius.com/
eloudddm.mobi	https://www.fastradius.com/
<u>cloudddm.net</u>	https://www.fastradius.com/
cloudddm.org	https://www.fastradius.com/
eloudfdm.com	https://www.fastradius.com/
<u>fastddm.com</u>	https://www.fastradius.com/
<u>fastradius.co</u>	https://www.fastradius.com/
fastradius.express	https://www.fastradius.com/
fastradius.info	https://www.fastradius.com/
fastradius.io	https://www.fastradius.com/
fastradius.mobi	https://www.fastradius.com/
fastradius net	https://www.fastradius.com/
fastradius.org	https://www.fastradius.com/
fastradius us	https://www.fastradius.com/
fastradius.xyz	https://www.fastradius.com/
fastradiusddm.com	https://www.fastradius.com/
fourthmodality.com	https://www.fastradius.com/
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Domain	Redirects To
fourthmodality.net	https://www.fastradius.com/
fourthmodality.org	https://www.fastradius.com/
jobshop3dprinting.com	https://www.fastradius.com/
priorityddm.co	https://www.fastradius.com/
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thefourthmodality.info	https://www.fastradius.com/
thefourthmodality.net	https://www.fastradius.com/
thefourthmodality.org	https://www.fastradius.com/

**RECORDED: 05/09/2023**