

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensaria Canada ULC		06/08/2023	Private Unlimited Company: CANADA
RECEIVING PARTY DATA			
Name:	Circle Graphics, Inc.		
Doing Business As:	DBA Sensaria		
Street Address:	120 9th Ave		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4260444	BLACK RIVER IMAGING	
CORRESPONDENCE DATA			
Fax Number:	3034021601		
<i>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.</i>			
Phone:	3034021600		
Email:	docketing@bhgrlaw.com		
Correspondent Name:	David S. Kerr		
Address Line 1:	1712 Pearl St.		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	26990.00720		
NAME OF SUBMITTER:	David S. Kerr		
SIGNATURE:	/David S. Kerr/		
DATE SIGNED:	06/08/2023		
Total Attachments: 3			
source=Black River Imaging_ Trademark Assignment#page1.tif			
source=Black River Imaging_ Trademark Assignment#page2.tif			
source=Black River Imaging_ Trademark Assignment#page3.tif			

OP \$40.00 4260444

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

Private Unlimited Company

WHEREAS, Sensaria Canada ULC, a Canadian ~~Corporation~~ (the “**Assignor**”), owns all right, title and interest in and to the mark identified on Schedule A and the goodwill associated therewith and symbolized thereby (the “**Mark**”);

WHEREAS, the Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Mark to Circle Graphics, Inc., d/b/a/ Sensaria, a Delaware Corporation (the “**Assignee**”); and

WHEREAS, the Assignor and the Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all right, title and interest throughout the world in and to the Mark and the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to the Assignee all right, title, and interest throughout the world in and to the Mark and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by the Assignee, its successors, and assigns.

2. The Assignor further assigns to the Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Mars.

3. This Trademark Assignment and Assumption Agreement (“**Trademark Assignment Agreement**”) shall be binding upon the Assignor, its successors and assigns.

4. This Trademark Assignment Agreement is given pursuant to that certain Securities Purchase Agreement by and among, inter alia, the Assignor and the Assignee entered into effective as of the date hereof (the “**Agreement**”). This Trademark Assignment Agreement is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment Agreement. Further, Assignor will do all lawful acts and things and make, execute and deliver without further compensation, any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments, and other documents which Assignee, its successors and assigns, may require or deem necessary to more effectively secure and vest in Assignee, its successors and assigns, the entire right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 8 day of June, 2023.

ASSIGNOR:

SENSARIA CANADA ULC

By: 

Name: Andrew Cousin

Title: CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008095 FRAME: 0746

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No. / Reg. No.</u>
BLACK RIVER IMAGING	US	4260444