

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantopian, Inc.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	John Henry Fawcett Jr.		
Street Address:	One Lincoln Street		
Internal Address:	c/o K&L Gates LLP		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5142004	QUANTOPIAN	
Registration Number:	5396913	Q	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Kathleen M. Burch, K&L Gates LLP		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	0527784.00003		
NAME OF SUBMITTER:	Kathleen M. Burch		
SIGNATURE:	/Kathleen M. Burch/		
DATE SIGNED:	06/27/2023		
Total Attachments: 6			
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BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Quantopian, Inc. a Delaware corporation (“**SELLER**”), does hereby sell and convey to John Henry Fawcett Jr. (the “**BUYER**”), any and all of the **SELLER**’s right, title and interest in and to the assets described in Schedule 1 attached hereto (collectively, the “**INCLUDED ASSETS**”).

BUYER agrees to pay a purchase price of US \$1,000 (One Thousand dollars) for the **INCLUDED ASSETS** by wire transfer or cashier’s check. In addition, **BUYER** agrees to promptly pay transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the **INCLUDED ASSETS** listed in Schedule 1 to Seller under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold **SELLER** harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE INCLUDED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE INCLUDED ASSETS “AS IS, WHERE IS, WITH ALL FAULTS.” BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE INCLUDED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE INCLUDED ASSETS ARE BEING SOLD “AS IS, WHERE IS, WITH ALL FAULTS.”

BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT, PRIOR TO CLOSING, SUCH INSPECTIONS AND INVESTIGATIONS OF THE INCLUDED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE INCLUDED ASSETS AND THE ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER’S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

BUYER ACKNOWLEDGES THAT SOME OF THE INCLUDED ASSETS DESCRIBED IN SCHEDULE 1 MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY SELLER OR OTHERWISE ACQUIRED BY SELLER. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THAT PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE INCLUDED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING SAID INCLUDED ASSETS.

BUYER further acknowledges and agrees that unless an item is identified in the attached Schedule 1, **SELLER** does not claim any right, title or interest in, and is accordingly not selling, any property, that may otherwise accompany the **INCLUDED ASSETS**. By way of example only, and without limitation, the sale of computer hardware does not include any software programs that may exist in such computer hardware. **BUYER** agrees and warrants that any property accompanying the **INCLUDED ASSETS** that is the subject of this Bill of Sale will be removed by the **BUYER** and destroyed, including, without limitation, the removal and destruction of any software not otherwise specifically identified in the attached Schedule 1. **BUYER** shall indemnify and hold **SELLER** harmless from any claims arising from **BUYER's** failure to comply with the provisions of this paragraph.

BUYER acknowledges that, prior to agreeing to purchase the **INCLUDED ASSETS** and executing this Bill of Sale, **BUYER** was afforded the opportunity to inspect the **INCLUDED ASSETS** as fully as it desired.

This Bill of Sale shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

In the event that any check provided by **BUYER** as payment to **SELLER** for the **INCLUDED ASSETS** is returned for insufficient funds or otherwise does not clear, **BUYER** shall be assessed a \$75 return charge and a \$25 handling and service charge immediately due and payable to **SELLER**. In addition, if payment in the form of a check does not clear, the **INCLUDED ASSETS** shall remain the property of **SELLER** and ownership of the **INCLUDED ASSETS** shall be deemed not to have been transferred to **BUYER**. Under such circumstances, in the event that **BUYER** is in possession of the **INCLUDED ASSETS**, **BUYER** shall be obligated to immediately return possession of the **INCLUDED ASSETS** to **SELLER** and shall be responsible for all costs and attorney's fees incurred by **SELLER** in connection with regaining possession of the **INCLUDED ASSETS** or otherwise incurred in connection with enforcing this Bill of Sale.

SELLER does not agree to defend, indemnify or hold harmless **BUYER** or any person or entity affiliated with **BUYER** from and against any loss which arises out of or results from the subject transaction.

This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original.

This Bill of Sale shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

All terms and provisions of this Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto.


The prevailing party shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with enforcing this Bill of Sale.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the ____ day of June, 2023.

SELLER

BUYER

By: _____
Signature

By:  _____
John Henry Fawcett (Jun 1, 2023 13:45 EDT)
Signature

Scott E. Smith
Name (print or type)

John Henry Fawcett Jr.
Name (print or type)

Representative
Title

On: **Jun 1, 2023**
Date

On: _____
Date

Schedule 1

Seller is not making any representation, expressed or implied with regard to the availability of the Included Assets due to additional expenses that may be incurred to retrieve them, expressed or implied liens that may be asserted by vendors, former employees or consultants holding inventory, raw materials or other Included Assets. Buyer, at its own expense, may elect to pursue such Included Assets or use whatever means necessary to obtain them. Some assets described in this Exhibit may contain third-party intellectual property that may have been licensed by, or otherwise acquired. Buyer acknowledges that Seller may be unable to transfer certain intellectual property belonging to a third party without the express written consent of that third party which shall not be obtained or sought by Seller as part of this Agreement. Buyer accepts full responsibility for communicating with third parties whose intellectual property may be included in the Included Assets and Buyer shall be responsible for paying all licensing fees, costs, expenses, or other charges associated with using said assets.

INCLUDED ASSETS

Quantopian YouTube Channel and content
Quantopian Twitter Account
Quantopian Facebook account
Quantopian Email List
Quantopian Doman Name: quantopian.com
Quantopian Trademarks

<p>Payment By Wire Transfer</p> <p>ABA: 321081669 First Republic Bank 111 Pine Street San Francisco, CA 94111 Account Number: 80006594503 Reference: Quantopian Asset Sale</p>	<p>Payment by Cashier's Check:</p>
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Signature: Scott E. Smith
Scott E. Smith (Jun 1, 2023 12:52:07)

Email: scott.smith@armanino.com











Quantopian Draft Bill of Sale. 06-01-23.

Final Audit Report

2023-06-01

Created:	2023-06-01
By:	Scott Smith (scott.smith@armaninollp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXaMxgDJVMGrBCKpcYlo7NJ9gu2ug-rw9

"Quantopian Draft Bill of Sale. 06-01-23." History

-  Document created by Scott Smith (scott.smith@armaninollp.com)
2023-06-01 - 5:33:57 PM GMT- IP address: 134.238.188.90
-  Document emailed to fawcett@gmail.com for signature
2023-06-01 - 5:35:16 PM GMT
-  Email viewed by fawcett@gmail.com
2023-06-01 - 5:45:13 PM GMT- IP address: 73.68.97.79
-  Signer fawcett@gmail.com entered name at signing as John Fawcett
2023-06-01 - 5:45:52 PM GMT- IP address: 73.68.97.79
-  Document e-signed by John Fawcett (fawcett@gmail.com)
Signature Date: 2023-06-01 - 5:45:54 PM GMT - Time Source: server- IP address: 73.68.97.79
-  Document emailed to scott.smith@armanino.com for signature
2023-06-01 - 5:45:55 PM GMT
-  Email viewed by scott.smith@armanino.com
2023-06-01 - 5:47:35 PM GMT- IP address: 152.39.242.187
-  Signer scott.smith@armanino.com entered name at signing as Scott E. Smith
2023-06-01 - 5:52:41 PM GMT- IP address: 134.238.188.90
-  Document e-signed by Scott E. Smith (scott.smith@armanino.com)
Signature Date: 2023-06-01 - 5:52:43 PM GMT - Time Source: server- IP address: 134.238.188.90
-  Agreement completed.
2023-06-01 - 5:52:43 PM GMT