OP \$40.00 5119075

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM820545

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graphik Dimensions LLC		06/28/2023	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Circle Graphics, Inc.	
Street Address:	120 Ninth Avenue	
City:	Longmont	
State/Country:	COLORADO	
Postal Code:	80501	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5119075	QOWALLA

CORRESPONDENCE DATA

Fax Number: 3034021601

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.

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:	06/28/2023

Total Attachments: 3

source=Graphik_Dimensions_ II_Trademark Assignment#page1.tif
source=Graphik_Dimensions_ II_Trademark Assignment#page2.tif
source=Graphik_Dimensions_ II_Trademark Assignment#page3.tif

TRADEMARK REEL: 008116 FRAME: 0943

CONFIRMATORY TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, Graphik Dimensions LLC, a North Carolina limited liability company (the "Assignor"), owns all right, title and interest in and to the marks identified on Schedule A and the goodwill associated therewith and symbolized thereby (the "Marks");

WHEREAS, the Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Marks 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 Marks 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 Marks 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 Marks.

TRADEMARK REEL: 008116 FRAME: 0944 IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 28th day of June, 2023

ASSIGNOR:

GRAPHIK DIMENSIONS LLC

By:

Name: Andrew Cousin

Title: CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

<u>Trademark</u>	Jurisdiction	App. No. / Reg. No.
QOWALLA	US	5119075

RECORDED: 06/28/2023

TRADEMARK REEL: 008116 FRAME: 0946