

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InFuze, L.L.C.		05/23/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Cirkul, Inc.,		
Street Address:	4914 Joanne Kearney Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5697583	LIFEFUELS	
Registration Number:	5788023	FIND YOUR FUEL	
Registration Number:	5835009	FUELPODS	
Registration Number:	5446041		
Registration Number:	5465853		
Serial Number:	88331550	VESSEL	
Registration Number:	5944598	LF	
Registration Number:	6088655	LF	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	C1596.20000US00		

OP \$215.00 5697583

NAME OF SUBMITTER:	Christina M. Licursi
SIGNATURE:	/Christina M. Licursi/
DATE SIGNED:	07/13/2023
Total Attachments: 4 source=Assignment from InFuze, LLC to Cirkul, Inc#page1.tif source=Assignment from InFuze, LLC to Cirkul, Inc#page2.tif source=Assignment from InFuze, LLC to Cirkul, Inc#page3.tif source=Assignment from InFuze, LLC to Cirkul, Inc#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of May 25, 2023 (the "Effective Date") by and between Cirkul, Inc., a Delaware corporation (the "Cirkul") and InFuze, L.L.C., a Utah limited liability company ("Infuze").

WHEREAS, this Assignment is being entered into in connection with that certain Asset Purchase Agreement, by and between Cirkul and Infuze, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), pursuant to which Infuze has agreed to sell, assign, transfer, convey and deliver to Cirkul certain assets of Infuze, including all right, title and interest in and to the trademarks listed in Exhibit A hereto (the "Marks").

WHEREAS, Cirkul and Infuze wish to evidence the assignment by Infuze to Cirkul of all right, title and interest in and to the Marks by executing this instrument.

NOW, THEREFORE, for good and valuable consideration, as recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, and in consideration of the foregoing recitals and mutual promises contained herein, the parties each agree as follows:

1. Assignment. Infuze hereby irrevocably assigns, sells, conveys and transfers unto Cirkul all rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Infuze may have in the Marks; (c) the right to prosecute any new applications for the Marks in any jurisdiction worldwide, and to enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks, and pursuant to Section 10 of the Lanham Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Infuze to which the Marks pertain; (e) all income, royalties and damages due or payable with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; and (f) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Infuze hereby authorizes the United States Patent and Trademark Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks to record Cirkul as the assignee and owner of all Marks currently in the name of Infuze.

2. Further Assurances. Infuze, upon request, hereby agrees to execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Cirkul the use and benefit of any and all of the Marks, and that Infuze has not executed any agreement in conflict with this Assignment. Infuze hereby irrevocably designates and appoints Cirkul and its duly authorized officers and agents, as Infuze's agents and attorneys-in-fact to act for and in behalf and instead of Infuze, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Infuze. Infuze hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.

3. Acceptance. Cirkul hereby acknowledges that it accepts the foregoing assignment for good and valuable consideration and wishes to evidence this assignment by executing this instrument as of the Effective Date.

4. Miscellaneous. Capitalized terms used without definitions in this Assignment will have the same meanings ascribed to such capitalized terms in the Asset Purchase Agreement. This Assignment will be construed and interpreted in accordance with the Asset Purchase Agreement. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as a sealed instrument, effective as of the Effective Date written above.

INFUZE

CIRKUL

INFUZE, L.L.C.

CIRKUL, INC.

By: Daniel Noall
Name: Daniel Noall
Title: Chief Executive Officer

By: _____
Name: Garrett Waggoner
Title: Chief Executive Officer

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INFUZE

CIRKUL

INFUZE, L.L.C.





CIRKUL, INC.

By: _____
Name: Daniel Noall
Title: Chief Executive Officer

By: Garrett Waggoner
Name: Garrett Waggoner
Title: Chief Executive Officer

Schedule A

MARKS

Registrar	Trademark	Application Number	Application Date	Registration Number	Registration Date
United States Patent and Trademark Office	VESSEL	88/331,550	3/8/2019	N/A	N/A
United States Patent and Trademark Office		87/370,910	3/14/2017	5465853	5/8/2018
United States Patent and Trademark Office		87/370,854	3/14/2017	5446041	4/17/2018
United States Patent and Trademark Office	INFUZE	87/870,896	3/14/2017	N/A	N/A
Canadian Intellectual Property Office	INFUZE	1,957,638	4/16/2019	N/A	N/A
United States Patent and Trademark Office	LIFEFUELS	86/659,567	6/11/2015	5697583	3/12/2019
United States Patent and Trademark Office	FIND YOUR FUEL	86/659,570	6/11/2015	5788023	6/25/2019
United States Patent and Trademark Office	FUELPODS	86/659,658	6/11/2015	5835009	8/13/2019
United States Patent and Trademark Office		87/468,062	5/30/2017	5944598	12/24/2019
United States Patent and Trademark Office		88/473,821	6/14/2019	6088655	6/30/2020