

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cumberland Consulting Group, LLC		04/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IntegriChain, Inc.		
Street Address:	8 Penn Center, 1628 JFK Boulevard		
Internal Address:	Suite 300		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87944193	SPARC	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	11/29/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of April 10, 2020 (the "Effective Date") by and between Cumberland Consulting Group, LLC, a Delaware limited liability company (the "Assignor") and IntegriChain, Inc., a Delaware corporation (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of February 13, 2020 (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, transfer and convey to Assignee, and Assignee agreed to acquire and accept from Assignor, certain Purchased Assets, including those trademark registrations and applications set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademark").

WHEREAS, as of the Effective Date and pursuant to the terms hereof and of the Purchase Agreement, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all of Assignor's right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the terms and conditions herein and in the Purchase Agreement and for other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademark, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademark and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademark, or other violation or unauthorized use of the Assigned Trademark, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

6. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

**CUMBERLAND CONSULTING
GROUP, LLC**

DocuSigned by:
Brian Cahill
By: _____
Name: Brian D. Cahill
Title: Chief Executive Officer

ASSIGNEE:

INTEGRICHAIN, INC.

By: _____
Name: Kevin E. Leininger
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

**CUMBERLAND CONSULTING
GROUP, LLC**

By: _____
Name: Brian D. Cahill
Title: Chief Executive Officer

ASSIGNEE:

INTEGRICHAIN, INC.

By: *KL*
Name: Kevin E. Leininger
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

Schedule I to Trademark Assignment

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
SPARC	US	87/944,193	6/1/2018	n/a	n/a	Pending (suspended)