

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Visual Awareness Research Group, Inc.	FORMERLY Visual Awareness, Inc.	12/06/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Posit Science Corporation		
<b>Street Address:</b>	160 Pine Street		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1736290	UFOV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	650 843-5096		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Anne H. Peck c/o Cooley LLP		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue NW		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	303374-20000		
<b>NAME OF SUBMITTER:</b>	Anne H. Peck		
<b>SIGNATURE:</b>	/anne h. peck/		
<b>DATE SIGNED:</b>	01/03/2024		
<b>Total Attachments: 3</b>			
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source=VAI INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT#page2.tif			

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## INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT

This INTELLECTUAL PROPERTY AND TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of December 6, 2023 (the "**Effective Date**") by and between Visual Awareness Research Group, Inc. (formerly known as Visual Awareness, Inc.), a Delaware corporation ("**Assignor**"), and Posit Science Corporation, a California corporation ("**Assignee**").

WHEREAS, pursuant to that certain Intellectual Property License Agreement dated October 4, 2007, and amended on October 1, 2022, (together the "**License Agreement**"), between Assignor and Assignee, and Assignee having performed its obligations under that License Agreement, including without limitation the "Transfer Moment" as defined under the License Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to the **UFOV** trademark (defined below) as well as in the "Intellectual Property," as defined under the Purchase Agreement between the parties, dated as of October 4, 2007 (the "**Intellectual Property**"); and

WHEREAS, pursuant to the Purchase Agreement and License Agreement and the performance of precedent obligations thereunder, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the terms, promises and covenants set forth in the Purchase Agreement and License Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, (i) all of Assignor's right, title, and interest in, to the Intellectual Property and to any and all of Assignor's trademark registrations and trademark applications for the UFOV trademark, including but not limited to US Trademark Registration No. 1736290, (the "**Assigned Trademark**") (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing trademark, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with the Intellectual Property and Assigned Trademark, (v) all rights to prosecute and maintain the Intellectual Property and Assigned Trademark, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of the Intellectual Property and Assigned Trademark and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby authorizes and requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Intellectual Property and Assigned Trademark.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment, and Assignor further agrees not to dissolve Visual Awareness Research Group, Inc, until such time as the Assignee has notified Assignor that the

Assigned Trademark has been renewed and registered in Assignee's name at the United States Patent and Trademark Office.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Intellectual Property and Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Intellectual Property and Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Controlling Agreements. With respect to the Intellectual Property and the Assigned Trademark, this Assignment is provided, respectively, pursuant to the Purchase Agreement and the License Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under either the Purchase Agreement or the License Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement or the License Agreement, the Purchase Agreement shall control as to the Intellectual Property and the License Agreement shall control with respect to the Assigned Trademark.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property and Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Visual Awareness Research Group, Inc.

By: Kristina Berg

Name: Kristina Berg

Title: CEO

Address: 6307 Laurel Wood Run  
Sarasota, FL 34243

Acknowledged and Accepted:

ASSIGNEE:

Posit Science Corporation

By: Henry Mahocks

Name: Henry Mahocks

Title: CEO

Address: 160 Pine Street #200  
San Francisco, California 94111