

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM868816

<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>
Avivest Holding B.V.		12/29/2023	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caiclops B.V.		
<b>Street Address:</b>	Exportweg 11a		
<b>City:</b>	Delfgauw		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	2612 VX		
<b>Entity Type:</b>	Besloten Vennootschap (B.V.): NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6771186	CAMDIRECTOR	
<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>	2016455616		
<b>Email:</b>	al@lzlawoffice.com		
<b>Correspondent Name:</b>	Alexander Lazouski		
<b>Address Line 1:</b>	14726 Bowfin Terrace, Suite 1		
<b>Address Line 4:</b>	Lakewood Ranch, FLORIDA 34202		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Alexander Lazouski		
<b>Address Line 1:</b>	14726 Bowfin Terrace, Suite 1		
<b>Address Line 4:</b>	Lakewood Ranch, FLORIDA 34202		
<b>NAME OF SUBMITTER:</b>	Alexander Lazouski		
<b>SIGNATURE:</b>	/asl/		
<b>DATE SIGNED:</b>	01/17/2024		
<b>Total Attachments: 4</b>			

OP \$40.00 6771186

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

(DEED OF ASSIGNMENT)

This Intellectual Property Rights Assignment Agreement, hereinafter referred to as 'Assignment Agreement', is entered into on 22-12-23 ('Effective Date') between:

**Name** Avivest Holding B.V.  
Formerly based at:  
**Address** Elzenlaan 114  
2612 VX Delft  
The Netherlands

But with effect from June 15, 2023 based at:

Neerpolderseweg 5  
3381 JP Giessenburg  
The Netherlands

hereinafter referred to as ASSIGNOR

AND

**Name** Calclops B.V.  
**Address** Exportweg 11A,  
2645 ED Delfgauw  
The Netherlands

hereinafter referred to as ASSIGNEE.

WHEREAS

- A. the Assignor is the proprietor and beneficial owner of the Intellectual Property rights, namely the domain names, trademarks and designs, hereinafter referred to as 'the IP Rights', attached hereto as Exhibit A (Trademarks), Exhibit B (Domains) and incorporated by reference herein; and
- B. The Assignor has agreed with the Assignee to assign and transfer the IP Rights plus all of Assignor's rights, titles and interests in and to the IP Rights to the Assignee;
- C. Both Assignor and Assignee are duly authorized of entering into the present Assignment Agreement,

NOW, THEREFORE, Assignor and Assignee have agreed as follows:

1. Assignor irrevocably assigns, sells, grants and transfer to Assignee all rights, title, and interests in and to the IP Rights, including, but not limited to:
  - a. any Trademark registration and/or application rights with respect to the Trademarks in Exhibit A and all goods and services covered by these applications or registrations,
  - b. any Domain registration and/or application rights with respect to the Domains in Exhibit B,
  - c. any goodwill related to the IP Rights and the goodwill of the business concerned
  - d. all rights to sue third parties for past, present, and future infringements or misappropriations of the IP Rights, and
  - e. all income, royalties or claims relating to the IP Rights due or payable on or after the date of this assignment.
2. The IP Rights shall be assigned through a juridical demerger, involves the division of a legal entity, in which the Assignor legally splits its assets, specifically IP assets, to the Assignee at their fiscal value. (The objective

is to effectuate a lawful transfer of these assets to the Assignee in compliance with pertinent legal and fiscal regulations)

3. Assignor represents and warrants that:
  - a. Assignor is the exclusive proprietor of the IP Rights,
  - b. Assignor possesses all rights, title, and interest in and to the IP Rights,
  - c. Assignor has the power to enter into this Assignment Agreement,
  - d. To the best of Assignor's knowledge, as of the Effective Date of this Assignment Agreement,
    - i. the IP Rights are free and clear of any lien, encumbrances, or adverse claims.
    - ii. the assignment of the IP Rights shall not cause any infringement of IP rights of any third party, and that there is currently no actual or threatened lawsuit or conflict against Assignor by any third party based on an alleged violation of such right on of which Assignee is not aware;
    - iii. there are no outstanding assignments, licenses, obligations or agreements regarding the IP Rights of which the Assignee is not aware.
4. The IP Rights are transferred in the legal status they have at the time of signing this Assignment Agreement.
5. Assignor covenants that on the request of the Assignee, it will execute, all documents, papers, forms, and authorizations that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the IP Rights.
6. In case additional declarations or any other requirements in whatever way are necessary for submission or further continuation of the assignment to the competent authorities, Assignor shall sign or provide these and will provide full cooperation in order to realize the assignment before all relevant government agencies.
7. This Assignment Agreement, together with the Exhibit A and B, which is attached hereto, contains the entire understanding and agreement between Assignor and Assignee with respect to its subject matter.
8. This Assignment Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed in writing.
9. Assignee and Assignor appoint IPCO Law B.V. located at Fascinatio Boulevard 216-220, 3065 Rotterdam in The Netherlands and affiliated local agents to arrange the recordal of the assignment before the relevant Trademark authorities.
10. This Assignment Agreement and the relations between the parties are governed by the laws of the Netherlands.

THUS, the IP Rights have become as from the Effective Date of this Assignment Agreement the absolute property of the Assignee.

IN WITNESS WHEREOF, the parties hereto have duly signed this Deed on the date written hereunder

ASSIGNOR



Authorized Signature

Date: 29-12-23

Place: Delfgauw

Name: w.m. Hummwig

Title: CEO

ASSIGNEE



Authorized Signature

Date: 29-12-23

Place: Delfgauw

Name: w.m. Hummwig

Title: CEO

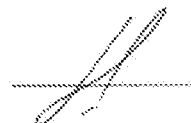


EXHIBIT B

"THE DOMAIN NAMES"

Domain name
camdirector.ai
camdirector.com
camdirector.net
camdirector.co.uk
camdirector.de
camdirector.fr
camdirector.nl
camdirector.eu
caiclops.com
caiclops.ai

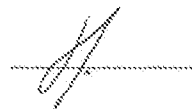
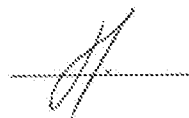


EXHIBIT A

"IP RIGHTS"

Trademark	Country	Filing Date	Grant/Reg Date	Grant/Reg Code
CAMDIRECTOR	European Union	17 Mrt 2021	29 Jul 2021	018429338
CAMDIRECTOR Logo	United States of America	01 April 2021	28 Jun 2022	90618474
CAMDIRECTOR	International registration (WIPO)	27 Aug 2021	27 Aug 2021	1616928

Deed of Assignment Avivest Holding B.V. 2023



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