

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocean II PLO LLC		11/13/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Shojin Enterprises II, LLC		
Street Address:	800 Menlo Avenue, Suite 210		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5717530	SET A NEW TEMPO FOR PROGRESS	
Registration Number:	5711338	T	
Registration Number:	5030631	TEMPO AUTOMATION	
Registration Number:	5711311	TEMPO	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	trademarks@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	67514-231564		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/Matthew J. Himich/		
DATE SIGNED:	01/19/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “IP Assignment”), dated as of November 13, 2023, is made by Ocean II PLO LLC, a California limited liability company (“Assignor”), in favor of Shojin Enterprises II, LLC, a California limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to a certain Bill of Sale having a date of November 13, 2023, (the “Sale Agreement”) made in connection with a public disposition under California Commercial Code §9610 et. seq., pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under the following (the “Assigned IP”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the domains set forth on Schedule 1 hereto;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Sale Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Sale Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Sale Agreement and the terms hereof, the terms of the Sale Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]


IN WITNESS WHEREOF, each party has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

OCEAN II PLO LLC,
a California limited liability company

By: **Structural Capital Management
Company II, LP,**
a Delaware limited partnership
Its: Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company
Its: General Partner

By: 
Name: Lawrence Gross
Title: Managing Member

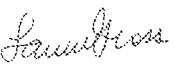
ASSIGNEE:

SHOJIN ENTERPRISES II, LLC,
a California limited liability company

By: **Ocean II PLO LLC,**
a California limited liability company
Its: Manager

By: **Structural Capital Management
Company II, LP,**
a Delaware limited partnership
Its: Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company
Its: General Partner

By: 
Name: Lawrence Gross
Title: Managing Member

SCHEDULE 1

ASSIGNED IP

Patents

Country	Title	Patent Number	Grant Date	Application Number	Application Date
US	Printed Circuit Board Design and Manufacturing	9971338	05/15/2018	15/465,460	03/21/2017
US	Printed Circuit Board Design and Manufacturing	10481585	11/19/2019	15/863,721	01/05/2018
US	Printed Circuit Board Design and Manufacturing	11314229	04/26/2022	16/654,880	10/16/2019
US	Dynamic Production Bill of Materials System			18/201,627	05/24/2023
US	Dynamic Production Bill of Materials System			PCT/US2023/025783; WO/2023/249967	06/20/2023

Trademarks

Country	Trademark	Registration Number	Registration Date	Application Number	Application Date
WIPO, EU, JP	SET A NEW TEMPO FOR PROGRESS	1426720	04/05/2018		04/05/2018
WIPO, CN, EU, JP	TEMPO	1426735	04/05/2018		04/05/2018
WIPO, CN, EU	T (& design)	1423295	04/04/2018		04/04/2018
UK	SET A NEW TEMPO FOR PROGRESS	UK00801426720	03/06/2019	UK00801426720	04/05/2018
UK	TEMPO	UK00801426735	03/06/2019	UK00801426735	04/05/2018
UK	T (& design)	UK00801423295	02/15/2019	UK00801423295	04/04/2018
US	SET A NEW TEMPO FOR PROGRESS	5717530	04/02/2019	87846453	03/22/2018
US	T (& design)	5711338	03/26/2019	87847122	03/23/2018
US	TEMPO AUTOMATION	5030631	08/30/2016	86862286	12/30/2015
US	TEMPO	5711311	03/26/2019	87835305	03/15/2018

Domains

- tempoautomation.com
- tempoautomation.net
- tempoautomation.org
- tempoautomation.info