

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI71351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jupiter Gesture, Inc.		02/13/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CKnapp Sales, Inc.		
Street Address:	195 E Martin Dr		
City:	Goodfield		
State/Country:	ILLINOIS		
Postal Code:	61742		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4120787	TECHORBITS	
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<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:	3124746300		
Email:	cnoble@marshallip.com,docket@marshallip.com		
Correspondent Name:	Marshall Gerstein & Borun LLP		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	Suite 6300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	32955/60020		
NAME OF SUBMITTER:	Christa Noble		
SIGNATURE:	Christa Noble		
DATE SIGNED:	03/05/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made and effective this 13th day of February, 2024, by and between JUPITER GESTURE, INC., a Delaware corporation (“Seller”) and CKNAPP SALES, INC., an Illinois corporation (“Buyer”).

WHEREAS, Seller owns the Trademark set forth on Exhibit A attached hereto (the “Trademark”); and

WHEREAS, in connection with that Asset Purchase Agreement, by and between Seller and Buyer, of even date herewith (the “Purchase Agreement”), Buyer has acquired all the intellectual property of Seller including the Trademark (collectively, the “Seller IP”);

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, its successors and assigns, free and clear of all liens, licenses, restrictions and other encumbrances, the entire right, title and interest in and to the Trademark together with the goodwill of the business in which the Trademark is used and for which it is registered.
2. Seller hereby agrees to execute all papers and to perform such other proper acts and to provide such information and documents and all such other assistance as Buyer may reasonably deem necessary to evidence and secure for Buyer the rights, including rights in the Seller IP, herein assigned, including recordation of this Assignment.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in each party's name as of this 13th day of February, 2024.

SELLER

Jupiter Gesture, Inc.

By: DocuSigned by:
Michael Fahey
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Name: Michael Fahey

Title: General Counsel & Secretary

BUYER:

CKnapp Sales, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in each party's name as of this ____ day of February, 2024.

SELLER

Jupiter Gesture, Inc.

By: _____

Name: Michael Fahey

Title: General Counsel & Secretary

BUYER:

CKnapp Sales, Inc.

By: *Chance Knapp*

Name: Chance Knapp

Title: CEO

EXHIBIT A

Trademark

U.S. TRADEMARK				
Registration Number	Word Mark	Live/Dead	Classes	Country
4120787	TechOrbits	LIVE	IC 009	US