# OP \$40.00 3224988

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Illuminas Global, LLC		12/17/2015	Limited Liability Company: NEW YORK

## **RECEIVING PARTY DATA**

Name:	Momentum Research Group, LLC	
Street Address:	3801 South Capital of Texas Hwy, Ste 200	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78704	
Entity Type:	Limited Liability Company: TEXAS	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3224988	ILLUMINAS

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 512-610-9636

Email: abattani@dmc-law.com

Correspondent Name: Adam Battani

Address Line 1: 1301 West 25th Street, Suite 560

Address Line 4: Austin, TEXAS 78705

NAME OF SUBMITTER:	Adam Battani
SIGNATURE:	/Adam Battani/
DATE SIGNED:	05/27/2016

**Total Attachments: 5** 

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 17, 2015, is made by Illuminas Global, LLC, a New York limited liability company ("Seller"), in favor of Momentum Research Group, LLC, a Texas limited liability company ("Buyer"), the purchaser of substantially all of the assets and substantially all of the liabilities of Seller pursuant to the Asset Purchase Agreement between Buyer, Seller and Jay Shutter, an individual, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

## NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the trademark set forth on **Schedule 1** of this Trademark Assignment (the "**Assigned Trademark**"), together with:
- (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:
- (b) the trademark registration set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof:
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) 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
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark

Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller agrees to execute all such documents as may required to transfer and, when applicable, to record the transfer of the Assigned Trademark.

- 3. <u>Counterparts</u>. This Trademark 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 Trademark Assignment delivered by 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

	SELLER:
	ILLUMINAS GLOBAL, LLC
	By: X Vac V
	Name: Peter Reid
	Title: Secretary
GREED TO AND ACCEPTED:	
	BUYER:
	MOMENTUM RESEARCH GROUP, LLC
	By:
	Name: Jay Shutter
	Title: President

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

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ILLUMINAS GLOBAL, LLC

By: \_\_\_\_\_\_ Name: Peter Reid

Name: Peter Reid Title: Secretary

AGREED TO AND ACCEPTED:

BUYER:

MOMENTUM RESEARCH GROUP, LLC

Name: Jay Shutter

Title: President

# **SCHEDULE 1**

# ASSIGNED TRADEMARK REGISTRATION

Mark	Serial Number	Registration Number	Jurisdiction	Goods/Services
Illuminas	78899380	3224988	United States	IC 035. US 100 101 102. G & S: Business advice and analysis of markets; Business consultation and management regarding marketing activities and launching of new products; Business marketing consulting services; Creation of marketing tools designed to increase a client company's knowledge of customer needs, and its competitors' products and services, pricing, advertising strategy and sales strategy; Development of marketing strategies and concepts; Market research services.

**RECORDED: 05/27/2016**