

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envia Systems, Inc.		05/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Envia Technologies, Inc.		
Street Address:	7979 Gateway Boulevard, Suite 101		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4187311	HCMR	
CORRESPONDENCE DATA			
Fax Number:	6123154321		
<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:	6123154110		
Email:	anderson@cf-ip.com		
Correspondent Name:	William E. Anderson		
Address Line 1:	33 South Sixth Street, Suite 3950		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	William E. Anderson		
SIGNATURE:	/William E. Anderson/		
DATE SIGNED:	11/13/2017		
Total Attachments: 5			
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OP \$40.00 4187311

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “**Agreement**”) is entered into this 12th day of May, 2017 (the “**Effective Date**”) by and between Envia Systems, Inc., a Delaware Corporation, having its principal offices at 7979 Gateway Boulevard, Suite 101, Newark, California 94560 (“**Assignor**”) and Envia Technologies, Inc., a Delaware Corporation, having its principal offices at 7979 Gateway Boulevard, Suite 101, Newark, California 94560 (“**Assignee**”).

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A (collectively the “**Marks**”);

WHEREAS Assignee desires to acquire all of Assignor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged, subject to the conditions of the Asset Purchase Agreement between the Assignor and Assignee executed on April 29, 2017, the parties agree as follows:

Assignor hereby conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Marks, both foreign and domestic, together with the goodwill of the business associated and symbolized by the Marks.

Assignor shall furnish the Assignee with all necessary information on and in connection with the Marks, which may be required to record and perfect title in the Marks in the Assignee, both foreign and domestic. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor shall execute and deliver to Assignee any forms or documents. At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer,

conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal, state and foreign trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.


This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below.

ASSIGNOR: Envia Systems, Inc.

Date: May 12, 2017


Michael Sinkula

Secretary and Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this 12th day of May,

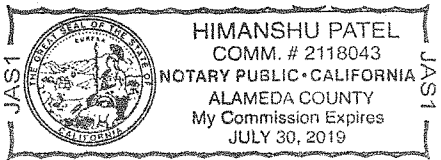
2017 by Michael Sinkula

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Notary Seal)



ASIGNEE: Envia Technologies, Inc.

Date: 5/12/2017

Sujeet Kumar

Sujeet Kumar

President

State of California

County of Alameda

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me on this 12th day of May, 2017 by Sujeet Kumar

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature

(Notary Seal)

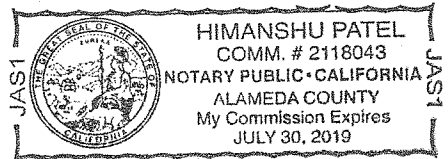


EXHIBIT A

TRADEMARK REGISTRATIONS/TRADEMARK APPLICATIONS:

Serial No.	Country / Source	Title / Mark	File Date	Reg. No.	Reg. Date
85975784	US	ENVI A	8/6/2010	4060188	11/22/2011
85102156	US	HCMR	8/6/2010	4187311	8/7/2012
85102148	US	ENVI A + Design	8/6/2010	4163077	6/26/2012
1069321	WO - Designations under the Madrid Protocol: CN, EM, KR, JP	ENVI A + Design	2/4/2011	1069321	2/4/2011
1069420	WO - Designations under the Madrid Protocol: CN, EM, KR, JP	ENVI A	2/4/2011	1069420	2/4/2011
1071752	WO - Designations under the Madrid Protocol: CN, EM, KR, JP	HCMR	2/4/2011	1071752	2/4/2011
10000371 5	Taiwan	HCMR	1/21/201 1	1478240	10/1/2011
10000371 7	Taiwan	ENVI A + Design	1/21/201 1	1483436	11/1/2011
10000371 8	Taiwan	ENVI A	1/21/201 1	1478241	10/1/2011

Common law marks

ENVIATM, a standard character mark

HCMRTM, a standard character mark

E333TM, a standard character mark

 enviaTM