

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLARIS ALPHA ADVANCED SYSTEMS, INC.	FORMERLY EOIR TECHNOLOGIES, INC.	03/14/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	POLARIS ALPHA, LLC		
Street Address:	5450 TECH CENTER DRIVE SUITE 400		
City:	COLORADO SPRINGS		
State/Country:	COLORADO		
Postal Code:	80919		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87232617	VIDEO QUOTIENT	
Serial Number:	87232603	VQ	
CORRESPONDENCE DATA			
Fax Number:	7193582264		
<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:	7193582561		
Email:	DOCKET@MARTENSENIP.COM		
Correspondent Name:	MARTENSEN IP		
Address Line 1:	30 EAST KIOWA STREET SUITE 101		
Address Line 4:	COLORADO SPRINGS, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	POLA G001		
NAME OF SUBMITTER:	MICHAEL C. MARTENSEN		
SIGNATURE:	/Michael C. Martensen, Reg. No. 46901/		
DATE SIGNED:	04/30/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of 14 March 2018, is made by Polaris Alpha Advanced Systems, Inc. ("**Assignor**"), a Virginia Corporation located at 10300 Spotsylvania Ave, Suite 420, Fredericksburg, Virginia 22408 in favor of Polaris Alpha, LLC ("**Assignee**"), a Delaware Limited Liability Company located at 5450 Tech Center Drive, Suite 400, Colorado Springs, Colorado 80919 (collectively the "**Parties**")

Whereas Assignor has adopted, owns and is using the trademarks set forth on Schedule 1, has applied to register the trademarks on the Principal Register of the United States Patent and Trademark Office or foreign equivalent set forth on Schedule 1, or for which Assignor owns the identified federal registrations on the Principal Register of the United States Patent and Trademark Office or foreign equivalent (the "**Registrations**") and common law marks set forth on Schedule 1 for the goods and/or services identified therein ("**the Marks**");

Whereas Assignee desires to acquire the Marks and Registrations; and

Whereas Assignor wishes to continue using the Marks with respect to the business conducted by Assignee with such goods and services, and Assignee is willing to permit such use of the Marks by Assignor on the terms and conditions hereinafter set forth;

NOW THEREFORE, the Parties, as stated above in the recitals which are hereby incorporated by reference in their entirety, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns, and agrees to assign so long as Assignor is a wholly owned subsidiary of Assignee, to Assignee all of Assignor's right, title, and interest in and to the following:
 - (a) all trademark Registrations and trademark applications and common law marks including those set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Marks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) 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;
 - (c) 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
 - (d) 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 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 Assignee.
3. License Back. Subject to the terms and conditions of this Assignment, Assignee hereby grants to Assignor a non-exclusive, royalty-free, non-transferable, non-sublicenseable license to use the Assigned Marks in connection with the conduct of the business, including (a) the manufacture, advertising, marketing, distribution, and sale of products and services currently associated with the Assigned Marks, and any other products or services that the Parties may agree upon in writing from time to time; and (b) use of the Assigned Marks as part of Assignor's corporate name, company name, or trade name, as applicable.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as

Polaris Alpha Trademark Assignment Agreement

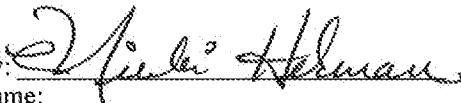
delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

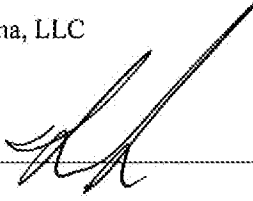
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Polaris Alpha Advanced Systems, Inc.

By: 
Name:
Title:

AGREED TO AND ACCEPTED:

Polaris Alpha, LLC

By: 
Name:
Title:

SCHEDULE I
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
VIDEO QUOTIENT	Great Britain	UK00003225463	18 AUG 2017
VQ	Great Britain	UK00003225466	18 AUG 2017

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
VIDEO QUOTIENT	United States	Allowed	87/232,617	10 NOV 2016
VIDEO QUOTIENT	EP CTM		017633876	21 DEC 2017
VQ	United States	Allowed	87/232/603	10 NOV 2016
VQ	EP CTM		017626995	21 DEC 2017