# OP \$40.00 3610709

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547820

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CSI.net, Inc.		10/31/2019	Corporation: CONNECTICUT

### **RECEIVING PARTY DATA**

Name:	Coordinated Systems, Inc.	
Street Address:	165 Burnside Avenue	
City:	East Hartford	
State/Country:	CONNECTICUT	
Postal Code:	06108	
Entity Type:	Corporation: CONNECTICUT	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3610709	VIRTUAL OBSERVER

#### **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: 8605482663
Email: amarks@uks.com
Correspondent Name: Adam B. Marks

Address Line 1: 100 Pearl Street, 17th Floor
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Adam B. Marks
SIGNATURE:	/Adam B. Marks/
DATE SIGNED:	11/04/2019

#### **Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made effective as of October 31, 2019, by and between CSLNET, INC., a corporation organized and existing pursuant to the laws of the State of Connecticut ("Assignor") and COORDINATED SYSTEMS, INC., a corporation organized and existing pursuant to the laws of the State of Connecticut ("Assignee").

# AGREEMENT

- Conveyance to Assignee. In exchange for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee the entire right, title and interest in and to the intellectual property set forth on Schedule A, including without limitation, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, including all common law rights in the marks (all of the foregoing are collectively referred to herein as the "Assigned IP"), and the good will of the business to which the Assigned IP relates. Assignor further assigns, transfers, and conveys, to the extent permitted under any license or other agreement, all license agreements with any other person or entity entered into in connection with the Assigned IP. Assignor shall do all things necessary to perfect Assignee's rights in the foregoing upon request by Assignee.
- 2. <u>Covenants of Assignor</u>. Assignor covenants and warrants that (a) to the best of Assignor's knowledge, the Assigned IP is valid and enforceable; (b) to the best of Assignor's knowledge, no claim has been made that the use of the Assigned IP violates or may violate the rights of any third persons or entities; and (c) the Assigned IP is assigned with unencumbered right, title and interest in and to the Assigned IP, free and clear of any liens, charges and encumbrances.
- 3. <u>Governing Law</u>. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the State of Connecticut excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction.
- 4. <u>Descriptive Headings</u>. The descriptive headings of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.
- 5. Entire Agreement. This Agreement constitute the entire understanding between the parties with respect to the subject matter hereof. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

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- 6. <u>Authority to Enter Into Assignment</u>. The Parties each, as applicable, warrants and represents that it has full authority to resolve any and all claims addressed by this Agreement. Each of the persons signing below warrants and represents that he or she has full authority to sign in the capacity indicated.
- 7. Execution of Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A fully-executed copy of this Agreement, bearing copies of the genuine signature of the signatories, even if such signatures are on different pages, shall have the same force and effect as the original.

[Remainder of Page Intentionally Blank - Signature Page to Follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR, CSLNET, INC.:

By: Rading H. Matches

its: Steeneshory Duly Authorized ASSIGNEE,

COORDINATED SYSTEMS, INC.:

BS: Chariel III/Adallinail

Its: Succession of Duly Authorized

# Schedule A

Trademarks:

VIRTUAL OBSERVER, U.S. Reg. No. 3610709, registered April 21, 2009

Copyrights:

Virtual observer: version 2.0., Reg. No. TX0005853883, registered June 10, 2003

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