

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sorting Robotics Inc.		12/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Roca Robotics, Inc.		
<b>Street Address:</b>	1067 S. Hover St		
<b>Internal Address:</b>	Ste E - 2007		
<b>City:</b>	Longmont		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80501-7903		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88090992	ROCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125861055		
<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>			
<b>Phone:</b>	4123946428		
<b>Email:</b>	cronald@babstcalland.com		
<b>Correspondent Name:</b>	Carl Ronald		
<b>Address Line 1:</b>	603 Stanwix St.		
<b>Address Line 2:</b>	Two Gateway Center, 6th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Carl A. Ronald		
<b>SIGNATURE:</b>	/carl a. ronald/		
<b>DATE SIGNED:</b>	01/15/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), effective as of December 20, 2019 (the "Effective Date"), is between **ROCA ROBOTICS, INC.**, a Colorado corporation ("Assignee"), **SORTING ROBOTICS INC.**, a Delaware corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "party" and collectively as the "parties."

A. Pursuant to that certain Asset Purchase Agreement, dated as of December 20, 2019 (as it may be amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and between Assignee and Assignor, the parties thereto have agreed to effect the acquisition of certain assets from Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, this Assignment will be duly executed and delivered at the Closing; and

C. Assignor is willing to assign all rights it may have in and to all Purchased IP and the goodwill associated with such Purchased IP on the terms and subject to the conditions set forth in this Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all of the following:

(a) all rights of Assignor under the patents and patent applications identified on Exhibit A (the "Transferred Patents");

(b) all rights of Assignor under the trademarks and service marks identified on Exhibit B (the "Transferred Trademarks");

(c) all rights of Assignor under the domain names identified on Exhibit C (the "Transferred Domain Names"); and

(d) all other Purchased IP (other than Transferred Patents, Transferred Trademarks and Transferred Domain Names).

3. Authorization. Assignor authorizes and requests the applicable governmental bodies in any applicable jurisdictions, whose duty is to issue patents, trademarks or copyrights applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Purchased IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights to the Purchased IP granted in Section 2 above.

5. Miscellaneous.

(a) Controlling Agreement. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants, indemnities and miscellaneous provisions set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.

(b) Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of Colorado without regard to its conflict of law principles.

(c) Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either party under this Assignment will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

(d) Waiver. Any term or condition of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. The waiver by either party of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

(e) Amendments. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of all parties.

(f) Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

(g) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNOR:

**SORTING ROBOTICS INC.**

DocuSigned by:  
By: Sean Lawlor  
Name: Sean Lawlor  
Title: COO

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNEE:

**ROCA ROBOTICS, INC.**

DocuSigned by:  
*Kevin A. Lipkin*  
By: \_\_\_\_\_  
Name: Kevin Lipkin  
Title: President & CEO

Exhibit A

**Transferred Patents**

1. Provisional #1 (Application Number 6265434) filed April 7, 2018
2. Provisional #2 (Application Number 62664249) filed April 29, 2018
3. Non-provisional (Application Number 16365408) filed April 1, 2019
4. One-track Continuation (Application Number 16452490) filed June 25, 2019

Exhibit B

**Transferred Trademarks**

1. “Roca” trademark application (Serial Number 88/090,992) filed August 24, 2018 and all good will associated therewith.



Exhibit C

**Transferred Domain Names**

1. rocarobotics.com