# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM569277

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type         |
|----------------------------------------|----------|----------------|---------------------|
| Vision Critical<br>Communications Inc. |          | 01/23/2020     | Corporation: CANADA |

#### **RECEIVING PARTY DATA**

| Name:           | BERA Brand Management, Inc. |  |
|-----------------|-----------------------------|--|
| Street Address: | 399 Park Avenue, 38th Floor |  |
| City:           | New York                    |  |
| State/Country:  | State/Country: NEW YORK     |  |
| Postal Code:    | 10022                       |  |
| Entity Type:    | Corporation: DELAWARE       |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5130986 | BERA      |

## CORRESPONDENCE DATA

Fax Number: 4023909005

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: 4023909500

Email: ip@koleviessen.com Roberta L. Christensen **Correspondent Name:** Address Line 1: 1125 S 103rd Street

Address Line 2: One Pacific Place, Suite 800 Address Line 4: Omaha, NEBRASKA 68124

| NAME OF SUBMITTER: | Roberta L. Christensen |  |
|--------------------|------------------------|--|
| SIGNATURE:         | /rlc/                  |  |
| DATE SIGNED:       | 03/27/2020             |  |

#### **Total Attachments: 3**

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**TRADEMARK** REEL: 006901 FRAME: 0683 900542393

### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of January 23, 2020 by and between Vision Critical Communications Inc., a British Columbia, Canada corporation ("Assignor") and BERA Brand Management, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor registered and previously used the trademarks listed on <u>Schedule A</u> hereto (hereinafter, the "Marks"), and owns all right, title and interest to the same, including the goodwill associated therewith;

WHEREAS, Assignor and Assignee entered into that certain License and Purchase Option Agreement, dated as of March 3, 2014, pursuant to which Assignor agreed to license certain assets, including the Marks, to Assignee and provided Assignee with an option to acquire such assets; and

WHEREAS, Assignee has exercised its option to acquire all right, title and interest in and to the Marks, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, including any and all applications and registrations therefor, and including the goodwill of the business symbolized thereby, and all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.
- 2. Assignor authorizes and requests that United States Patent and Trademark Office (and any comparable registrar) to record Assignee as the owner or the entire right, title and interest in and to the Marks. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Marks to Assignee and otherwise carry out the intent of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have executed and delivered this Agreement on the date first written above.

VISION CRITICAL COMMUNICATIONS BERA BRAND MANAGEMENT, INC.

| INC.   | , DocuSigned by:        |                          |            |
|--------|-------------------------|--------------------------|------------|
| By:    | Unod Haribarah          | By: Lyur                 | RK9        |
| Name:  |                         | Name: <u>Ryan Barker</u> |            |
| Title: | Chief Financial Officer | Title: Chief Executiv    | ve Officer |

TRADEMARK REEL: 006901 FRAME: 0684

# SCHEDULE A

The BERA band name and tradename, and all domain names associated therewith, including the following trademark registrations:

| Mark | Country                    | App. No./<br>Filing Date       | Reg. No./<br>Reg. Date          | Owner                                                    |
|------|----------------------------|--------------------------------|---------------------------------|----------------------------------------------------------|
| BERA | United States<br>(Federal) | 86071922<br>September 23, 2013 | 5130986<br>January 31, 2017     | Vision Critical<br>Communications Inc.<br>(Canada Corp.) |
| BERA | Canada                     | 1643400<br>September 13, 2013  | TMA949226<br>September 14, 2016 | Vision Critical<br>Communications Inc.                   |

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**RECORDED: 03/27/2020** 

TRADEMARK REEL: 006901 FRAME: 0686