

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590591

<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>
Sovereign Systems, LLC		11/20/2019	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Data Blue, LLC		
<b>Street Address:</b>	1117 Perimeter Center West		
<b>Internal Address:</b>	Suite W406		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4856413	SOVEREIGN SYSTEMS	
<b>Registration Number:</b>	4784404	SOVEREIGN SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082529243		
<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>	608-255-8891		
<b>Email:</b>	mal@dewittllp.com		
<b>Correspondent Name:</b>	Marcia Layton		
<b>Address Line 1:</b>	Intellectual Property Dept. / DeWitt LLP		
<b>Address Line 2:</b>	2 E. Mifflin Street, Suite 600		
<b>Address Line 4:</b>	Madison, WISCONSIN 53703-2865		
<b>NAME OF SUBMITTER:</b>	Marcia Layton		
<b>SIGNATURE:</b>	/marcialayton/		
<b>DATE SIGNED:</b>	08/06/2020		
<b>Total Attachments: 5</b>			
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## IP ASSIGNMENT AGREEMENT

**THIS IP ASSIGNMENT AGREEMENT**, effective as of November 20, 2019 (this "IP Assignment"), is made by Sovereign Systems, LLC, a Georgia limited liability company, located at 3930 East Jones Bridge Road, Suite 530, Norcross, Georgia 30092 (the "Seller"), in favor of Data Blue, LLC, a Georgia limited liability company, located at 1117 Perimeter Center West, Suite W406, Atlanta, Georgia 30338 (the "Buyer"), the purchaser of certain assets of the Seller pursuant to that certain Asset Purchase Agreement, dated as of October 10, 2019 (the "Asset Purchase Agreement"), among the Buyer, the Seller and certain other signatories thereto.

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to cause the Assignor to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

**NOW THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers and assigns to the Buyer, and the Buyer hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
  - 1.1. the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
  - 1.2. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - 1.3. 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
  - 1.4. 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. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request and at the Buyer's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the

Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP 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 IP 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 IP 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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

*[signatures appear on following page]*

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

SOVEREIGN SYSTEMS, LLC

By: [Signature]  
George Barkley  
Managing Partner

STATE OF GEORGIA )  
 )SS.  
COUNTY OF GWINNETT )

On the 12<sup>th</sup> day of November, 2019, before me personally appeared George Barkley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Managing Partner of Sovereign Systems, LLC, a Georgia limited liability company (the "Assignor"), and acknowledged the instrument to be the free act and deed of the Assignor for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name:

My Commission Expires: 5/18/2023



*[signature page to Intellectual Property Assignment – Sovereign Systems, LLC]*

AGREED TO AND ACCEPTED:

DATA BLUE LLC

By:

Stephen Ayoub  
Chief Executive Officer

STATE OF GEORGIA )

)SS.

COUNTY OF FULTON ~~GILMER~~ )

On the ~~20th~~ day of November, 2019, before me personally appeared Stephen Ayoub, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Data Blue, LLC, a Georgia limited liability company (the "Buyer"), and acknowledged the instrument to be the free act and deed of the Buyer for the uses and purposes mentioned in the instrument.



Notary Public  
Printed Name:

My Commission Expires: ~~4/18/2022~~

Lauren M Marlow  
NOTARY PUBLIC  
Gilmer County, GEORGIA  
My Comm. Expires 04/18/2022

*[signature page to Intellectual Property Assignment -- Data Blue, LLC]*

SCHEDULE 1  
ASSIGNED TRADEMARK REGISTRATION

Trademark Registration

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Mark	Jurisdiction	Registration Number	Registration Date
SOVEREIGN SYSTEMS	U.S.	4856413	
		4784404	