

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integro, Inc.		09/01/2020	Corporation: COLORADO
Integro International, LLC		09/01/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Innovative Discovery, LLC		
Street Address:	1700 North Moore Street, Suite 1500		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86325977	AUTO-CLASSIFICATION WITH HUMAN OVERSIGHT	
Serial Number:	75767755	ELEGISLATION	
Serial Number:	78733791	INTEGRO	
Serial Number:	77593429	SMARTASSIST	
Serial Number:	86326003	SMARTASSIST	
Serial Number:	77573095	ZONE MANAGEMENT	
Serial Number:	86326014	ZONE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1452095.00016		
NAME OF SUBMITTER:	Christina London		

OP \$190.00 86325977

SIGNATURE:	/christina london/
DATE SIGNED:	09/10/2020
Total Attachments: 6 source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page1.tif source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page2.tif source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page3.tif source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page4.tif source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page5.tif source=Innovative Discovery - Integro - Intellectual Property Assignment (Executed)#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this “Assignment Agreement”) is made as of the 1st day of September, 2020 by and between **Integro, Inc.**, a Colorado corporation located at 88 Inverness Circle East, Suite N106, Englewood, Colorado 80112, **Integro International, LLC**, a Colorado limited liability company located at 88 Inverness Circle East, Suite N106, Englewood, Colorado 80112 (together, the “Assignors”) and **Innovative Discovery, LLC**, a Delaware limited liability company located at 1700 North Moore Street – Suite 1500, Arlington, VA 22209 (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase and Contribution Agreement referred to below.

WHEREAS, the Assignors, Assignee, Innovative Discovery Holdings, LLC, a Delaware limited liability company, and the Seller Representative and Owners named therein have entered into that certain Asset Purchase and Contribution Agreement dated as of the date hereof (the “Asset Purchase Agreement”) pursuant to which the Assignors have sold to the Assignee the Acquisition Assets, which includes but is not limited to the Company Intellectual Property Rights and the intellectual property set forth in **Exhibit A** (collectively, the “Assigned Intellectual Property”);

WHEREAS, Assignors desire to assign, transfer and convey all of the Assignors’ rights to the Assigned Intellectual Property to Assignee pursuant to the terms of the Asset Purchase Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property Rights. Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignors’ worldwide right, title and interest in and to the Assigned Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, (ii) all rights to sue for infringement or dilution of any Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Assignment Agreement and (iii) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment Agreement not been made.

2. Further Assurances. The Assignors will, without further consideration, at the request of the Assignee or any of its assigns and at the expense of such requesting party, promptly sign, execute, make and do all such deeds, documents, acts and things as the Assignee and its duly authorized agents may reasonably require in order to:

- (a) apply for, obtain, register and vest in the name of the Assignee alone (unless the Assignee otherwise directs) letters patent, copyrights, trademarks or other analogous protection with respect to the Assigned Intellectual

Property and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

In the event the Assignee is unable, after reasonable effort, to secure the Assignors' signature on any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to the Assigned Intellectual Property, whether because of the Assignors' dissolution, lack of cooperation or for any other reason whatsoever, the Assignors hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as agent and attorney-in-fact, to act for and on Assignors' behalf to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by the Assignors.

5. Amendment; Modification; Waiver. Any amendment to or modification of this Agreement, and any waiver of any provision hereof, shall be in writing and shall require the prior written approval of the parties.

6. Governing Law. This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by and construed in accordance with the laws of 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) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

7. Assignment. The Assignee shall have the right to assign this Agreement as it may determine in its sole discretion, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by successors, assigns heirs, executors, administrators and legal representatives.


8. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, including by facsimile or PDF file, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of, the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors and Assignee have each caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized on the day and year first above written.

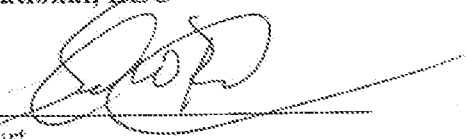
ASSIGNOR:

Integro, Inc.

By: 
Name: Scott Burt
Title: President

ASSIGNOR:

Integro International, LLC

By: 
Name: Scott Burt
Title: Manager

ASSIGNEE:

Innovative Discovery, LLC

By: _____
Name: Kimothy Taylor
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignors and Assignee have each caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ASSIGNOR:

Integro, Inc.

By: _____
Name: _____
Title: _____

ASSIGNOR:

Integro International, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

Innovative Discovery, LLC


By: 
Name: Kimothy Taylor
Title: Chief Executive Officer


Exhibit A

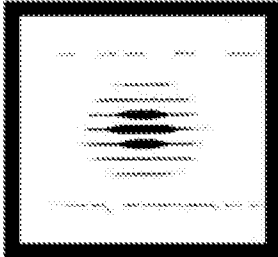
(List of Registered Intellectual Property)

PATENTS

Country	Title	App. No Reg. No.	App. Date Reg. Date	Owner
Canada	ELECTRONIC DOCUMENT CLASSIFICATION	2704344 N/A	18-May-10 N/A	Integro, Inc
US	ELECTRONIC DOCUMENT CLASSIFICATION	15922710 N/A	15-Mar-18 N/A	Integro, Inc
US	ELECTRONIC DOCUMENT CLASSIFICATION	12781939 8745091	18-May-10 3-Jun-14	Integro, Inc
US	ELECTRONIC DOCUMENT CLASSIFICATION	14291742 9378265	30-May-14 28-Jun-16	Integro, Inc
US	ELECTRONIC DOCUMENT CLASSIFICATION	15192386 9928244	24-Jun-16 27-Mar-18	Integro, Inc

TRADEMARKS

Country	Trademark	Serial / Registration Number	Owner
US	AUTO-CLASSIFICATION WITH HUMAN OVERSIGHT	RN: 4654607 SN: 86325977	Integro, Inc. (Colorado Corp.) 88 Inverness Circle E, Suite N106 Englewood Colorado 80112
US	ELEGISLATION (Stylized) 	SN: 75767755	Integro, Inc. (Colorado Corp.) 1624 Market St. #308 Denver Colorado 80202
US	INTEGRO	RN: 3462285 SN: 78733791	Integro, Inc. (Colorado Corp.) 88 Inverness Circle East,

Country	Trademark	Serial / Registration Number	Owner
			N106 Englewood Colorado 80112
Colorado	MAIL SENTRY and Design 	RN: CO 19981099546	INTEGRO, INC. MARKET STREET, SUITE 308 DENVER, CO 80202 CO
US	SMARTASSIST	RN: 3923617 SN: 77593429	Integro, Inc. (Colorado Corp.) 88 Inverness Circle East N 106 Englewood Colorado 80112
US	SMARTASSIST	RN: 4815906 SN: 86326003	Integro, Inc. (Colorado Corp.) 88 Inverness Circle E, Suite N106 Englewood Colorado 80112
US	ZONE MANAGEMENT	RN: 3776436 SN: 77573095	Integro, Inc. (Colorado Corp.) Suite 180 7670 S. Chester Street Englewood Colorado 80112
US	ZONE MANAGEMENT	RN: 4695178 SN: 86326014	Integro, Inc. (Colorado Corp.) 88 Inverness Circle E, Suite N106 Englewood Colorado 80112