

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUVI, LLC	FORMERLY Revel8, LLC	07/05/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Groundspark, Inc.		
Street Address:	209 W. Jackson Boulevard		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4205056	NUVI	
Registration Number:	5165281	NUVI	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Danny M. Awdeh		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Danny M. Awdeh		
SIGNATURE:	/Danny M. Awdeh/		
DATE SIGNED:	11/16/2021		
Total Attachments: 6			
source=Assignment - NUVA registrations from Nuvi to Groundspark (executed)#page1.tif			
source=Assignment - NUVA registrations from Nuvi to Groundspark (executed)#page2.tif			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the “**Assignment**”) is made and entered as of July 5, 2018, by NUVI, LLC, a Utah limited liability company (“**Assignor**”) and Groundspark, Inc., an Illinois corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the “**APA**”), whereby Assignor agrees to irrevocably assign its entire right, title, and interest in and to certain Intellectual Property to Assignee, which desires to acquire the same;

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to them in the APA;

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

1. Assignor hereby irrevocably sells, assigns, and transfers to Assignee all of its worldwide right, title, and interest in and to all Intellectual Property Assets, including without limitation, the right, title and interest in and to the trade name “NUVI,” (including any derivative thereof) and any and all assumed names and its progeny, Seller Systems, and all goodwill related to the Business and/or the other Purchased Assets, and the right to sue and recover any and all damages and profits, any and all other remedies, for past, present or future infringements or violations thereof, and any royalties, income, or other proceeds due or accrued after the Closing Date under or arising from any Intellectual Property Assets. Without limiting the foregoing, the trademark and service mark registrations set forth on Exhibit A attached hereto are hereby transferred to Assignee.

2. With specific regard to all Domain Names and Marks, the foregoing sale, assignment, and transfer includes (but is not limited to) the goodwill of the business(es) that is/are symbolized by each Domain Name and Mark.

3. Assignor shall reasonably assist and cooperate with Assignee in acquiring, maintaining, perfecting, and/or confirming Assignee’s right, title, and interest to the Intellectual Property Assets, including (but not limited to) taking commercially reasonable steps that Assignee may request in order to effectuate, carry out, or fulfill the parties’ intention by this Assignment, such as executing instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest, and/or record Assignee’s full and complete ownership of the Intellectual Property Assets with the U.S. Patent and Trademark Office, equivalent foreign offices or agencies, with domain name registrars, or with others.

4. Assignor represents and warrants that the Intellectual Property Assets being sold, assigned, and transferred to Assignee by this Assignment constitute all United States and foreign Intellectual Property used in or related to the Business.

5. Assignor represents, covenants, and warrants: that the Intellectual Property Assets being conveyed to Assignee herein are free and clear of any and all liens, encumbrances, or claims; that Assignor has the full right to convey the same rights, titles, and interests; and that

Assignee's use of the Intellectual Property Assets being conveyed to Assignee herein does not infringe the rights of any third parties in the United States or elsewhere.

6. Assignor hereby indemnifies and holds Assignee harmless from any and all claims that have been brought by third parties anywhere in the world based on Assignee's use of any of the Intellectual Property Assets being conveyed to Assignee herein, including from any resulting monetary awards or other legal or equitable relief.

7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its permitted successors and assigns.

8. The execution, interpretation, and performance of this Assignment, and any disputes hereunder, will be governed by the internal laws and judicial decisions of the State of Illinois. Any proceeding relating to this Assignment or the enforcement of any of its provisions shall be brought or otherwise commenced only in any state or federal court located in the Chicago, Illinois, metropolitan area. Each party hereto: (a) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of Illinois, in connection with any such proceeding; (b) agrees that each such court shall be deemed to be a convenient forum; and (c) shall not assert, by way of motion, defense, or otherwise, in any such proceeding commenced in any such court, any claim that such party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Assignment or the subject matter thereof may not be enforced in or by such court.

9. This Assignment may not be altered or modified, except by an agreement in writing signed by each of the parties.

10. In the event of any conflict or inconsistency between this Assignment and the APA, the terms of the APA shall control.

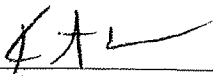
11. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

NUVI, LLC,
a Utah limited liability company

By: 
Name: Keith Nellesen
Its: CEO

ASSIGNEE:

Groundspark, Inc.,
an Illinois corporation


By: 
Name: Michael Mullarkey
Its: President and Chief Executive Officer



EXHIBIT A

TRADEMARK AND SERVICE MARK REGISTRATIONS

DMS 12693363v3

**TRADEMARK
REEL: 007496 FRAME: 0070**

Seller Owned Intellectual Property

Seller Registered Intellectual Property

US Trademark Registration **NUVI** (stylized)

Registration Number: 5165281

Registration Date: March 21, 2017

US Trademark Application **MONITORS ENTERPRISE**

Serial Number: 87641335

Filing Date: October 11, 2017

Status: Examiner will agree to registration on the Supplemental Register, NUVI may submit final argument for registration on the Principal Register by October 4, 2018

US Trademark Registration- **Owl Eyes** (Design)

Registration Number: 4399015

Registration Date: Sept 10, 2013

Status: Owner listed as Revel8 LLC needs to be assigned to NUVI LLC

US Trademark Registration- **Owl Eyes** (Design)

Registration Number: 4399016

Registration Date: Sept 10, 2013

Status: Owner listed as Revel8 needs to be assigned to NUVI LLC

US Trademark **NUVI** (standard Characters)

Registration Number: 4205056

Registration Date: Sept 10, 2013

Status: Owner listed as Revel8 needs to be assigned to NUVI LLC

United States Patent Application: SYSTEMS AND METHODS FOR VISUALIZATION OF ELECTRONIC SOCIAL NETWORK CONTENT

Application Number: 13/933,022

Filing Date: July 1, 2013

Status: We have received an Office Action on the merits. The Office has rejected claims 1-20. The deadline for responding to this Office Action without payment of late fees is August 2, 2018.

Seller Software:

NUVI Platform – Nuvis (all customers have been migrated from the Nuvis platform to the Monitors Enterprise platform, except BusinessWire)

NUVI Platform - Monitors Enterprise

Video documentation

Code documentation

Admin tools for creating new accounts and activating users

API Documentation



RECEIVED
FEB 11 2013

Utah Div. Of Corp. & Comm. Code

AMENDMENT

CERTIFICATE OF FIRST AMENDMENT TO

ARTICLES OF ORGANIZATION OF

Revel8, LLC

(Entity #: 8031901-0160)

Revel8, LLC, a Utah limited liability company (the "Company"), herewith files this Certificate of First Amendment to its Articles of Organization pursuant to Section 48-2c-403 of the Utah Revised Limited Liability Company Act (the "Act").

I. TEXT OF AMENDMENTS

A. Article I of the Company's Articles of Organization is deleted in its entirety and the following Article I is inserted in lieu thereof:

ARTICLE I
NAME

The name of the limited liability company is NUVI, LLC (hereinafter the "Company").

B. Article V of the Company's Articles of Organization is deleted in its entirety and the following Article V is inserted in lieu thereof:

ARTICLE V
PRINCIPAL OFFICE

The principal office of the Company where the records of the Company are kept is 200 West Civic Center Drive, Suite 200, Sandy, UT 84070.

II. ADOPTION OF AMENDMENT

The foregoing amendment to the Articles of Organization of the Company was adopted and approved by the members and any managers of the Company effective as of February 11th 2012, as required by Section 48-2c-804 of the Act.

DATED effective as of the 11th day of February, 2013.

NUVI, LLC (formerly known, prior to the adoption of this Certificate of Amendment, as Revel8, LLC)

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 11th day of Feb 2013
in the office of this Division and hereby issued
This Certificate thereof.

Examiner to Date 2-13-13



Kathy Berg
Kathy Berg
Division Director

By: Jason Bangerter
Its: Manager

1220435.01

02-11-13P 04:13 RCVD

Date: 02/11/2013
Receipt Number: 5114376
Amount Paid: \$37.00