

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Groundspark, Inc.		03/25/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Social Mecca, 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

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: 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: 5

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OP \$65.00 4205056

Quit Claim Sale and Assignment Agreement

Groundspark, Inc.

AND

Social Mecca, Inc.

March 2021

THIS QUIT CLAIM SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made by the two parties below in Chicago, Illinois on March 25, 2021:

(1) **Groundspark, Inc.**, an Illinois corporation, whose registered address is 209 W. Jackson Boulevard, Chicago, Illinois 60606 and whose legal representative is Michael Mullarkey, hereinafter referred to as "Transferor";

AND

(1) **Social Mecca, Inc.**, an Illinois corporation, whose registered address is 209 W. Jackson Boulevard, Chicago, Illinois 60606 and whose legal representative is Michael Mullarkey, hereinafter referred to as "Transferee";

WHEREAS, the Transferor intends to sell and/or assign to the Transferee, and the Transferee intends to purchase and/or receive from the Transferor, all of Transferor's Assets as defined below;

NOW, THEREFORE, the Transferor and Transferee hereby agree as follows:

1. Definitions

"Assets" means all of Transferor's Tangible Assets and Intangible Assets.

"Business Activities" means any for profit economic or other activity undertaken, or omission, by Transferor.

"Business Secrets" means the business secrets, proprietary technologies and other confidential or proprietary technical and other materials, including manufacturing and production process and know-how, research and development materials, techniques, drawings, designs, plans, schemes and technical data, appearance design or layout design as well as all rights to limit use or disclosure of the foregoing in any jurisdiction. This includes anything that would be considered a business secret or trade secret in any applicable jurisdiction.

"Copyright" means all copyrights of any kind, and any authorships of software, including the registrations and applications for registration, all the rights specified in international conventions and treaties and all the other rights related thereto.

"Goodwill" means all goodwill associated with Intellectual Property and the business activities and reputation of Transferor.

"Intangible Assets" means all of Transferor's intangible assets, including but not limited to Goodwill and Intellectual Property and interests therein and all tangible embodiments of any of the foregoing, in any form and in any media, in the possession of Transferor or other persons engaged or retained by any member of Transferor, subject to all licenses and covenants not to assert with respect to any of the foregoing entered into prior to the date of this Agreement.

"Intellectual Property" means (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) Business Secrets, (v) reproductions and tangible carriers of the foregoing (regardless of any form or medium), (vi) all rights to obtain and apply for patents, trademark registrations and copyright registrations; and (vii) domain names.

"Patent" means all the patents and patent applications, the reissues, division applications, extension applications, renewals and reviews thereof as well as all the rights thereto specified in the international conventions or treaties.

"Tangible Assets" means all of Transferor's tangible assets, including but not limited to all tangible personal and real property and interests therein.

"Trademark" means all the trademarks, service marks, logos, trade names, corporate names, geographical marks, domain names and other source or origin marks, including the goodwill represented in symbols in respect of or related to, the registrations and applications for registration made for, all the rights specified in the international conventions and treaties related to and all the other rights in connection with, the foregoing.

2. Sale of Tangible Assets

For and in consideration of the sum of \$5.00, the receipt of which is hereby acknowledged, Transferor hereby quitclaims unto Transferee, all of the Transferor's right, title, interest, and claim in or to the Transferor's Tangible Assets.

3. Transfer of Intangible Assets

For and in consideration of the sum of \$5.00, the receipt of which is hereby acknowledged, Transferor hereby quitclaims unto Transferee an assignment of:

- a) all right, title and interest in the United States and throughout the world of the Transferor and to the Intangible Assets, and any part, component, aspect, element and right thereof;

(b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property, and to sue, defend, or otherwise enforce, and continue any suit or other enforcement, and to obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, or any other cause of action arising from ownership, of any of the Intellectually Property or Goodwill whether occurring before, on, or after the date of this Agreement. This includes rights to all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the date of this Agreement; and

(c) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property.

4. Assets from Nuvi, LLC

The sale and transfer indicated above expressly includes all rights and interests to Assets Transferor acquired via the Asset Purchase Agreement, entered into between Transferor and Nuvi, LLC, a Utah limited liability company, on or about July 5, 2018. This paragraph does not limit the scope of the Assets, or the sale or transfer, in any way.

By: <u>Michael Mulheky</u>	By: <u>Michael Mulheky</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>
Title: <u>CEO</u>	Title: <u>CEO</u>

Exhibit A
NUVI IP Groundspark Quit Claimed to Social Mecca

US Trademark: NUVI

Ser. No. 85503622

Reg. No. 4205056

Reg Date: Sept 11, 2012

Reg. Owner: Revel8 LLC, (name change to NUVI, LLC is included in record)

US Trademark: MONITORS ENTERPRISE

Ser. No. 37641335

Reg. No. 5619318

Reg. Date: Nov 7, 2018

Reg, Owner NUVI, LLC

US Trademark: NUVI (Stylized)

Ser No. 87123424

Reg. No. 5165281

Reg. Date: March 21, 2017

Reg. Owner, NUVI, LLC formerly Revel8, LLC

US Patent: SYSTEMS AND METHODS FOR VISUALIZATION OF ELECTRONIC SOCIAL NETWORK CONTENT: U.S. Patent No. 10,165,067

Current Assignee: NUVI LLC

US Patent: SYSTEMS AND METHODS FOR VISUALIZATION OF ELECTRONIC SOCIAL NETWORK CONTENT: U.S. Patent No. 11,108,876

Current Assignee: NUVI LLC

Seller Software:

NUVI Platform – Nuvis

NUVI Platform - Monitors Enterprise

Video documentation

Code documentation

Admin tools for creating new accounts and activating users

API Documentation

Copyrights:

Content of NUVI-U training services

Content of website at www.nuvi.com

Slide Decks, Demos, white papers customer use cases.

Domain Names:

nuvi.com

charmillion.com

ivunspoved.com
nuvi.mobi
nuvi2.com
nuviapp.com
platformalert.com
socialauthenticate.com
socialcdn.com
sociallistening.com
sociallistening.biz
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