

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pixologic, Inc.		12/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Maxon Computer, Inc.		
Street Address:	515 Marin Street, Suite 322		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4365663	FIBERMESH	
Registration Number:	4241876	MATCAP	
Registration Number:	4365664	LIGHTCAP	
Registration Number:	4038998	GOZ	
Registration Number:	2979889	Z	
Registration Number:	2999184	ZBRUSH	
Registration Number:	2798219	PIXOLOGIC	
Registration Number:	2484332	ZBRUSH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sddocket@us.dlapiper.com		
Correspondent Name:	Heather A. Dunn, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	425248900100		
NAME OF SUBMITTER:	Aislinn N. Smalling, Esq.		
SIGNATURE:	/Aislinn Smalling/		

CH \$215.00 4365663

DATE SIGNED:	02/17/2022
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "**Trademark Assignment**") is made and entered into as of December 29, 2021 (the "**Effective Date**") by and between Pixologic, Inc., a California corporation (the "**Assignor**") and Maxon Computer, Inc., a Nevada corporation (the "**Assignee**"). Assignee and Assignor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Purchase Agreement by and among Assignor, Assignee and the Company Stockholders, dated November 23, 2021 (the "**Purchase Agreement**") and the terms herein, as of the Effective Date, Assignor wishes to assign to Assignee, and Assignee wishes to assume, all right, title and interest in and to the trademark registrations and applications set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "**Assigned Trademarks**").

NOW, THEREFORE, in consideration of terms and conditions herein and in the Purchase Agreement, and for other good and valuable consideration furnished by Assignee to Assignor, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor agrees to assign, transfer, sell and convey, and hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee.

Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

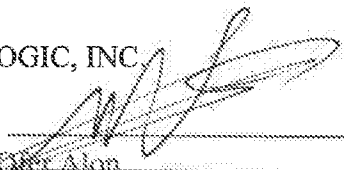
6. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

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IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

PIXOLOGIC, INC

By: 
Name: Cher Alon
Title: Secretary

ASSIGNEE:

MAXON COMPUTER, INC.

By: _____
Name: _____
Title: _____

[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.


ASSIGNOR:

PIXOLOGIC, INC.

By: _____
Name: _____
Title: _____



ASSIGNEE:

MAXON COMPUTER, INC.

By: 
Name: David McGavran
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment]

Schedule I to Trademark Assignment

Owner of Record	Country	Mark	Serial No.	Int. Classes	Filing Date	Reg. No.	Reg. Date	Status
PIXOLOGIC, INC.	US	FIBERMESH	85589495	9	4/4/2012	4365663	7/9/2013	Registered
PIXOLOGIC, INC.	US	MATCAP	85589500	9	4/4/2012	4241876	11/13/2012	Registered
PIXOLOGIC, INC.	US	LIGHTCAP	85589507	9	4/4/2012	4365664	7/9/2013	Registered
PIXOLOGIC, INC.	US	GOZ	77796982	9	8/4/2009	4038998	10/11/2011	Registered
PIXOLOGIC, INC.	US		78378462	9	3/4/2004	2979889	7/26/2005	Registered
PIXOLOGIC, INC.	US	ZBRUSH	78374187	9	2/25/2004	2999184	9/20/2005	Registered
PIXOLOGIC, INC.	US		76091605	9	7/16/2000	2798219	12/23/2003	Registered
PIXOLOGIC, INC.	US	ZBRUSH	75746481	9	7/9/1999	2484332	9/4/2001	Registered
PIXOLOGIC, INC.	CA	ZBRUSH	2057420	9	3/2/2020	n/a	n/a	Pending
PIXOLOGIC, INC.	EU	ZBRUSH	3323748	9, 16, 42	8/26/2003	3323748	2/4/2005	Registered
PIXOLOGIC, INC.	UK	ZBRUSH	UK00903323748	9, 16, 42	8/26/2003	UK00903323748	2/4/2005	Registered
PIXOLOGIC, INC.	HK	ZBRUSH	305457763	9	11/24/2020	305457763	11/24/2020	Registered
PIXOLOGIC, INC.	IN	ZBRUSH	4714759	9	3/2/2020	n/a	n/a	Pending
PIXOLOGIC, INC.	ID	ZBRUSH	M0020201555294	9	3/2/2020	n/a	n/a	Pending
PIXOLOGIC, INC.	JP	ZBRUSH	2003-83813	9	9/26/2003	4753476	3/5/2004	Registered
PIXOLOGIC, INC.	TW	ZBRUSH	109083183	9	11/24/2020	2153696	7/16/2021	Registered
PIXOLOGIC, INC.	WO	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	BR	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	CN	ZBRUSH	1555294	9	3/2/2020	1555294	n/a	Pending
PIXOLOGIC, INC.	JP	ZBRUSH	1555294	9	3/2/2020	1555294	n/a	Pending
PIXOLOGIC, INC.	KR	ZBRUSH	1555294	9	3/2/2020	1555294	n/a	Pending
PIXOLOGIC, INC.	MX	ZBRUSH	1555294	9	3/2/2020	1555294	n/a	Pending
PIXOLOGIC, INC.	PH	ZBRUSH	1555294	9	3/2/2020	1555294	1/10/2021	Registered
PIXOLOGIC, INC.	RU	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	SG	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	UA	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	UK	ZBRUSH	1555294	9	3/2/2020	1555294	3/2/2020	Registered
PIXOLOGIC, INC.	VN	ZBRUSH	1555294	9	3/2/2020	1555294	n/a	Pending

TRADEMARK

RECORDED: 02/17/2022

REEL: 007637 FRAME: 0532