

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black & Veatch Holding Company		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Atonix Digital, LLC		
Street Address:	6772 W. 163rd Terrace		
City:	Stilwell		
State/Country:	KANSAS		
Postal Code:	66085		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5687158	ATONIX DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	217694.00001		
NAME OF SUBMITTER:	Elizabeth R Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	01/26/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") dated as of December 31, 2020, is entered into between Black & Veatch Holding Company, a Delaware corporation ("Assignor"), and Atonix Digital, LLC, a Kansas limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner and in full possession of the entire right, title, and interest in and to the certain trademark and the domain name identified in Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, of even date (the "Purchase Agreement"), pursuant to which, among other things, Assignor will sell, assign, transfer, and convey to Assignee all right, title, and interest of Assignor to, in and under the Trademarks; and

WHEREAS, Assignee desires to obtain the entire right, title, and interest in, to and under the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee its entire right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignor covenants, agrees, and, undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the domain name, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths, and any other papers which Assignee may deem necessary or desirable. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's reasonable direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs associated with such maintenance and operation.

2. Further Assurances. Assignor covenants, agrees, and, undertakes to execute, wherever requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks, all without further compensation to the Assignor.

3. No Challenge. Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Trademarks or to the validity of Assignee's rights therein.

4. Governing Agreement. This Trademark Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Trademark Assignment shall not affect,

enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Purchase Agreement shall survive the delivery of this Trademark Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Assistance in Proceedings. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks (and the business identified by the Trademarks), and to testify in any legal proceeding relating thereto.

6. Binding Effect. This Trademark Assignment shall be binding upon the executors, administrators, heirs, and assigns of Assignor, and shall inure to the benefit of Assignee and its successors and assigns.

7. Applicable Law; Exclusive Jurisdiction and Venue. This Trademark Assignment shall be construed in accordance with the laws of the State of Kansas (excluding rules regarding conflicts of law) and the United States of America. The parties hereby submit to the exclusive personal jurisdiction of and venue in the state or federal courts of the state of Kansas.

8. Construction. This Trademark Assignment has been negotiated and prepared jointly by all parties hereto, has been reviewed by legal counsel to each party, and, as such, shall not be construed against or in favor of any party by reason of the drafting of any provision by any party or by legal counsel thereto.

9. Entire Agreement. Unless otherwise specified in this Trademark Assignment, this Trademark Assignment contains the entire agreement of the parties and supersedes any and all prior agreements, written or oral, between Assignor and Assignee relating to the subject matter of this Trademark Assignment.

10. Captions. The captions and section numbers in this Trademark Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Trademark Assignment.

11. Counterparts. This Trademark Assignment may be executed in one or more originals (including by facsimile transmission, scanned pdf, or other electronic means), but all of which together shall constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

BLACK & VEATCH HOLDING COMPANY

DocuSigned by:
By Andrea C. Bernica
062C86025AC6411

Name: Andrea C. Bernica

Title: Assistant Secretary

ASSIGNEE

ATONIX DIGITAL, LLC

DocuSigned by:
By Paul A. McRoberts
6A821F8362CD4A8

Name: Paul A. McRoberts

Title: Chief Executive Officer

SCHEDULE A

Trademarks

The name "Atonix" and all trademarks, including all common law trademarks and related atonix.com domain name and website contents and all goodwill, associated with the name, including the following trademark registration:

Jurisdiction	Serial No./ Registration No.	Trademark	Status	Full Goods/Services
U.S.	87/692,910 5,687,158	ATONIX DIGITAL <u>Disclaimer:</u> "DIGITAL"	Registered, Feb. 26, 2019	(Int'l Class: 09) Computer software for processing and providing analytics for operational performance data for facilities and infrastructure projects involving energy, water, transportation, telecommunications, utilities, manufacturing, food and beverage production and distribution, municipalities, community planning and smart cities, to develop simulations and strategies to correct or improve operational performance of such facilities and infrastructure projects. (Int'l Class: 42) Software as a service (saas) services featuring software for processing and providing analytics for operational performance data for facilities and infrastructure projects involving energy, water, transportation, telecommunications, utilities, manufacturing, food and beverage production and distribution, municipalities, community planning and smart cities, to develop simulations and strategies to correct or improve operational performance of such facilities and infrastructure projects.