

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CallisonRTKL Inc.		02/02/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	One EQ LLC		
Street Address:	333 S. Hope Street		
Internal Address:	C-200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5987968	ONEEQ	
Registration Number:	6028719	HIGH TECH. HUMAN.	
CORRESPONDENCE DATA			
Fax Number:	8665179150		
<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:	9548120660		
Email:	nancy@flintiplaw.com		
Correspondent Name:	Nancy J. Flint, Attorney At Law, P.A.		
Address Line 1:	1856 N. Nob Hill Road		
Address Line 2:	#424		
Address Line 4:	Plantation, FLORIDA 33322		
NAME OF SUBMITTER:	Nancy J. Flint		
SIGNATURE:	/Nancy J. Flint/		
DATE SIGNED:	02/06/2023		
Total Attachments: 11			
source=TRADEMARK ASSIGNMENT AGREEMENT OneEQ high tech.human (2.3.23)_KH Signed#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of February 2, 2023 (the “Effective Date”) by and between CallisonRTKL Inc., a corporation organized under the laws of the State of Maryland and having an address at 2101 L Street, NW, Suite 200, Washington, DC 20037, with a former address at 901 S. Bond Street, Baltimore, Maryland 21231 (“Assignor”) and One EQ LLC, a Delaware Limited Liability Company, having offices located at 333 S. Hope Street, C-200, Los Angeles, CA 90071 (“Assignee”).

WHEREAS, Assignor is the owner of the following registered trademarks, common law trademarks, service marks, trade names, corporate names, commercial identities and trading styles and confusingly similar designations (collectively, the “Trademarks”):

- OneEQ for use in connection with consulting services for others in the fields of providing commercial information and procurement in the field of the medical equipment required to operate a medical office or medical facility in Int’l Class 35; and consulting services for others in the field of the planning and laying out of the medical equipment within a medical office or medical facility in Int’l Class 42, including U.S. Reg. No. 5987968 and Canada Trademark Appln. No. 1948802 and including both the standard character mark and the stylized design;



- high tech.human for use in connection with technical support services, namely, technical advice related to the installation of medical equipment within a medical office or medical facility and consulting in the field of building construction in Int’l Class 37; and consulting services for others in the field of design, planning, and implementation project management of the planning and laying out of the medical equipment within a medical office or medical facility in Int’l Class 42, including U.S. Reg. No. 6028719 and Canada Trademark Appln. No. 1985917.

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity and Assignor wishes to assign to Assignee all rights, title an interest Assignor holds in the Trademarks pursuant to the terms of this Trademark Assignment Agreement.

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

1. Assignment. Upon execution and fulfillment of this Trademark Assignment Agreement, Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative

marks, all goodwill and all other rights), in and to the Trademarks and together with all rights, demands and causes of action in the United States and/or Canada now vested in Assignor arising by reason of any unauthorized use by others of any of the Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) To Assignor's knowledge as of the Effective Date, the Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms other than Exhibit A – Copy of Certificate of Registration for OneEQ stylized design, U.S. Reg. No. 5987968; Exhibit B – Copy of Online Record of Application for OneEQ stylized design, Canada Trademark Appln No. 1948802; Exhibit C – Copy of Certificate of Registration for high tech.human, U.S. Reg. No. 60289719; Exhibit D – Copy of Online Record of Application for high tech.human, Canada Trademark Appln No. 1985917.

4. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly refers to this Agreement.

5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

6. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Maryland, and all disputes shall be brought before the courts in Baltimore County, Maryland. If the courts in Baltimore, Maryland are found to lack jurisdiction, all disputes shall be brought in the courts in Ottawa, Ontario, Canada having jurisdiction over any such dispute. The parties waive objection to the jurisdiction of the courts of Baltimore County, Maryland and the courts of Ottawa, Ontario, Canada for such disputes including *forum non conveniens*.

ASSIGNOR

CallisonRTKL Inc.

By: Kim Heartwell

Print Name: Kim Heartwell

Title: President and CEO

ASSIGNEE

One EQ LLC

By: Kim Heartwell

Print Name: Kim Heartwell

Title: Manager

Exhibit A

See attached.

Canada Trademark Application No. 1948802 – OneEQ plus design
Canada Trademark Application No, 1985917 high tech.human
U.S. Reg. No. 5987968 OneEQ Logo
U.S. Reg. No. 6028719 high tech.human

EXHIBIT B

OneEQ & Design — 1948802

OneEQ

Application number

1948802

Type(s)

Design

Category

Trademark

CIPO status

SEARCHED

TM5 status

LIVE/APPLICATION/ Under Examination



The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Filed

2019-02-28

Applicant

CallisonRTKL Inc. 901 S Bond St.
Baltimore, MD 21231 UNITED STATES OF AMERICA

Agent

TIMOTHY N. VANDERMEER
(FINLAYSON & SINGLEHURST)
225 Metcalfe Street Suite 700
Ottawa ONTARIO K2P1P9

Index headings

ONEEQ

ONE EQ

1

Q

Vienna information (Code & Description)

- 1.13.1 Armillary spheres, planetaria, astronomic orbits, atomic models, molecular models
- A Atomic models, molecular models, representations of
- 1.13.15 human, animal or vegetal cells
- 26.1.1 Circles
- A One circle or ellipse
- 26.1.3
- 26.1.4 Two circles, two ellipses, one inside the other
- 26.1.12 Circles or ellipses containing one or more other geometrical figures – Note: Including circles or ellipses containing bent or straight lines (except 26.1.10).
- A Circles or ellipses containing representations of
- 26.1.13 heavenly bodies or natural phenomena
- 26.7.4 Circles or ellipses with lines (except 26.7.3)
- 26.11.1 One line or one band
- A Oblique lines or bands
- 26.11.9
- A Straight lines or bands
- 26.11.10
- 27.1.1 Letters or numerals forming geometrical figures, written or typographical matter in perspective
- A Letters or numerals forming a circle or a circumference
- 27.1.6
- 27.5.1 Letters presenting a special form of writing
- A Letters linked to or containing a figurative element –
- 27.5.8 Note: Letters representing a human being or a part of the human body, an animal or a part of an animal's body, a plant, a heavenly body, a natural phenomenon or an object are classified in division 27.3.
- 29.1.3 Green
- 29.1.4 Blue

Colour claim

Colour is claimed as a feature of the trade-mark. The colour(s) aqua and cobalt is/are claimed as a feature of the mark. The word One is in aqua, and the letters EQ are in cobalt with aqua in the stylized Q.

Services (Nice class & Statement)

- 42 (1) Consulting services for others in the field of design, planning, and implementation project management

of technology, planning and operational facilities

Claims

Priority Filing Date: February 19, 2019, Country or Office: UNITED STATES OF AMERICA, Application No. 88307421 in association with the same kind of services
Used in UNITED STATES OF AMERICA
Proposed Use in CANADA
Filed in UNITED STATES OF AMERICA on February 19, 2019, under No. 88307421

Action History

Action	Action date	Due date	Comments
Filed	2019-02-28		
Created	2019-03-01		
Formalized	2019-03-04		
Search Recorded	2022-11-03		
Examiner'S First Report	2022-11-03	2023-05-03	

EXHIBIT D

high tech. human. — 1985917

Application number

1985917

Type(s)

Standard Characters

Category

Trademark

CIPO status

FORMALIZED

TM5 status

LIVE/APPLICATION/ Awaiting Examination



The trademark application has been accepted by the Office (has met the minimum filing requirements) and has not yet been assigned to an examiner.

Filed

2019-09-19

Applicant

CallisonRTKL Inc. 901 S Bond St.
Baltimore, MD 21231 UNITED STATES OF AMERICA

Agent

TIMOTHY N. VANDERMEER
(FINLAYSON & SINGLEHURST)
225 Metcalfe Street Suite 700
Ottawa ONTARIO K2P1P9

Index headings

HIGH TECH. HUMAN.

Services (Nice class & Statement)

- 37 (1) Technical support services, namely, technical advice related to the installation of the planning and laying out of medical equipment within a medical office or medical facility.; Consulting in the field of building construction
- 42 (2) Consulting services for others in the field of design, planning, and implementation project management of the planning and laying out of the medical equipment within a medical office or medical facility

Claims

Priority Filing Date: September 13, 2019, Country or Office: UNITED STATES OF AMERICA, Application No. 88616311 in association with the same kind of services (1)
Priority Filing Date: September 13, 2019, Country or Office: UNITED STATES OF AMERICA, Application No. 88616311 in association with the same kind of services (2)

Action History

Action	Action date	Due date	Comments
Filed	2019-09-19		
Created	2019-09-19		
Formalized	2019-09-27		
Pre-Assessment Letter Sent	2022-06-02		Goods or Services Not Acceptable

EXHIBIT A

United States of America

United States Patent and Trademark Office

OneEQ

Reg. No. 5,987,968

Registered Feb. 18, 2020

Int. Cl.: 35, 42

Service Mark

Principal Register

CallisonRTKL Inc. (MARYLAND CORPORATION)
901 S. Bond St.
Baltimore, MARYLAND 21231

CLASS 35: Consulting services for others in the fields of providing commercial information and procurement in the field of the medical equipment required to operate a medical office or medical facility

FIRST USE 2-14-2019; IN COMMERCE 2-14-2019

CLASS 42: Consulting services for others in the field of the planning and laying out of the medical equipment within a medical office or medical facility

FIRST USE 2-14-2019; IN COMMERCE 2-14-2019

The color(s) aqua and cobalt is/are claimed as a feature of the mark.

The mark consists of the word "OneEQ" with a stylized "Q". The word "One" is in aqua, and the letters "EQ" are in cobalt with aqua in the stylized "Q".

SER. NO. 88-307,421, FILED 02-19-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office



TRADEMARK
REEL: 007961 FRAME: 0458

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT C

United States of America

United States Patent and Trademark Office

high tech. human.

Reg. No. 6,028,719

Registered Apr. 07, 2020

Int. Cl.: 37, 42

Service Mark

Principal Register

CallisonRTKL Inc. (MARYLAND CORPORATION)
901 S. Bond Street
Baltimore, MARYLAND 21231

CLASS 37: Technical support services, namely, technical advice related to the installation of medical equipment within a medical office or medical facility; Consulting in the field of building construction

FIRST USE 2-14-2019; IN COMMERCE 2-14-2019

CLASS 42: Consulting services for others in the field of design, planning, and implementation project management of the planning and laying out of the medical equipment within a medical office or medical facility

FIRST USE 2-14-2019; IN COMMERCE 2-14-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-616,311, FILED 09-13-2019



Archie Karson

Director of the United States
Patent and Trademark Office



TRADEMARK
REEL: 007961 FRAME: 0460

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION
WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
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