

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787132

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
Azavea Inc.		02/14/2023	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Element 84, Inc.
Street Address:	210 N Lee St, Ste 203
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4190710	AZAVEA
Registration Number:	5443647	AZAVEA

CORRESPONDENCE DATA

Fax Number: 7037773656
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: 7037777319
Email: tdunlap@dbllawyers.com
Correspondent Name: Thomas M Dunlap
Address Line 1: 211 Church St SE
Address Line 2: Trademarks Group
Address Line 4: Leesburg, VIRGINIA 20175

NAME OF SUBMITTER:	Thomas Dunlap
SIGNATURE:	/Thomas Dunlap/
DATE SIGNED:	02/15/2023

Total Attachments: 3

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Trademark Assignment Agreement

This trademark assignment agreement is between Azavea Inc., a Pennsylvania corporation (“**Assignor**”) and Element 84, Inc, a Virginia corporation having an address at 210 N Lee St, Ste 203, Alexandria, Virginia, United States 22314, (“**Assignee**”), and is effective as of the date representatives of both parties have signed it (the “**Effective Date**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth in Exhibit 1 (collectively, the “**Trademarks**”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee: (i) the entire right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States; (ii) the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks); and (iii) the right to sue for or otherwise seek to deter past, present, and future infringement of the Trademarks. All the foregoing shall be held and enjoyed by Assignee as fully and entirely as they could have been held and enjoyed by Assignor had this sale, assignment, transfer, and conveyance not been made.


2. Assignor authorizes the Commissioner of Trademarks of the United States, other empowered officials of the USPTO, and similarly empowered officials in the United States and in any applicable jurisdictions outside the United States, to record the transfer of the registrations and/or applications for registration set forth in Exhibit 1 to Assignee as assignee of Assignor’s entire right, title, and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Trademarks.

3. This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission, including without limitation email or facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date stated above.

[Signatures on following page]

Assignee, Element 84, Inc.

By: 
Name: Tracey Pilone
Title: Director & CEO
Date signed: 2/14/2023

Assignor, Azavea Inc.

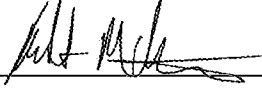
By: 
Name: Robert Cheetham
Title: President
Date signed: 2/14/2023

Exhibit 1
Trademarks

Mark	U.S. Serial No.	U.S. Registration No.
AZAVEA	85509464	4190710
AZAVEA	86603935	5443647