

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataCloud International Inc.		04/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Reflex USA LLC		
Street Address:	2250 E. Germann Rd.		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	82586-1574		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88260547	KNOW THE ROCK	
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>			
Phone:	5027795829		
Email:	twright@stites.com		
Correspondent Name:	TERRY WRIGHT		
Address Line 1:	400 West Market St.		
Address Line 2:	Suite 1800		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Terry Wright		
SIGNATURE:	/terry wright/		
DATE SIGNED:	02/15/2023		
Total Attachments: 6			
source=Trademark Assignment _Know the Rock-executed#page1.tif			
source=Trademark Assignment _Know the Rock-executed#page2.tif			
source=Trademark Assignment _Know the Rock-executed#page3.tif			
source=Trademark Assignment _Know the Rock-executed#page4.tif			
source=Trademark Assignment _Know the Rock-executed#page5.tif			

OP \$40.00 88260547

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “*Assignment*”) is made and entered into effective as of April 11, 2022, by and between Reflex USA LLC, a Utah limited liability company having its principal place of business at 2250 E Germann Rd, Chandler, AZ, 85286-1574 (“*Assignee*”) and DataCloud International Inc., a Delaware corporation having its principal place of business at 100 S King Street, Suite 100-710, Seattle, WA 98104 (“*Assignor*”). Assignor and Assignee may each be referred to herein as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Assignor is the owner of the names, trademarks, and service marks set forth on Exhibit A hereto, and in and to all common law and applicable statutory rights therein, together with the goodwill of the business symbolized thereby and associated therewith (the “*Marks*”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 9, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the “*Asset Purchase Agreement*”), pursuant to the which Assignor has agreed to sell the Acquired Assets (including the Assigned Properties) to Assignee, and Assignee has agreed to purchase the Acquired Assets (including the Assigned Properties) from Assignor.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Assigned Properties.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in the Asset Purchase Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance.** For the consideration set forth in the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, grants and delivers to Assignee, all of Assignor’s worldwide right, title, and interest in and to each of the Assigned Properties including, without limitation, all common law and statutory rights therein, together with all goodwill of the business symbolized by, and associated with, the Assigned Properties and all rights to (a) bring any action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Properties, (b) any proceeds,

benefits, privileges, causes of action, and remedies relating to the Assigned Properties and (c) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Properties, in each case (clauses (a), (b) and (c)), to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by such Assignor had this Assignment not been made. Assignor hereby agrees to cooperate with Assignee and the applicable domain name registrars to effectuate and/or record the transfer of the Assigned Properties to Assignee.

3. Further Assurances.

(a) Upon Assignee's reasonable request and without further compensation, Assignor shall execute and deliver, or cause to be executed and delivered, further instruments of transfer and assignment and shall take such other action, including the filing of such assignments, agreements, documents and instruments as Assignee determines may reasonably be required or prudent to make fully effective the transaction contemplated by this Assignment.

(b) Upon Assignee's reasonable request and without further compensation, Assignor shall release any "lock" placed on the Domain Names, obtain an authorization code with respect to the Domain Names, deliver such code to Assignee and confirm the requested transfer upon receipt of a request to do so from the registrar used by Assignee for the Domain Names.

(c) Assignor shall take such reasonable actions as required or necessary to effect the transfer of all social media handles, tags, identifiers and accounts included in the Assigned Properties and executing and delivering all authorizations necessary to effectuate electronic transfer of, and control over, such social media handles, tags identifiers and accounts to Assignee.

2. Asset Purchase Agreement Controls. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including representations, warranties, covenants, agreements, conditions or, in general any of the rights and remedies, or any of the obligations of Assignee or Assignor set forth in the Asset Purchase Agreement. This Agreement is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

3. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable conflicts of law principles. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of any Delaware State court, or Federal court of the United States of America, sitting in Delaware, and any appellate court from any thereof, in connection with any matter based upon or arising out of this Agreement and agrees that process may be served upon it in any manner authorized by the applicable Laws of Delaware for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.

(b) This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Any waiver of any of the terms or conditions of this Agreement must

be in writing and must be duly executed by or on behalf of the Party to be charged with such waiver.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) In the event that any provision of this Agreement, or the application thereof becomes, or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances other than those as to which it is determined to be illegal, void or unenforceable, will not be impaired or otherwise affected and will continue in full force and effect and be enforceable to the fullest extent permitted by applicable law

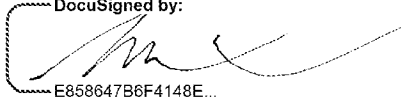
(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page of this Agreement in PDF format or by other electronic transmission shall be effective as delivery of a manually executed original counterparty of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

ASSIGNOR:

DATA CLOUD INTERNATIONAL INC.

By:  E858647B6F4148E...
Name: Krishna Srinivasan
Title: Chief Executive Officer

ASSIGNEE:

REFLEX USA LLC

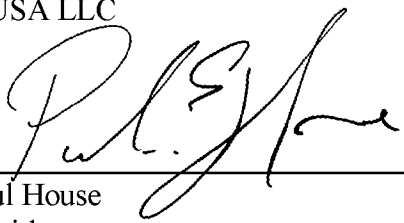
By: 
Name: Paul House
Title: President

EXHIBIT A**Trademarks:**

	Trademark	Serial Number	Filing Date	Applicant
1.	KNOW THE ROCK	88260547	January 14, 2019	DataCloud International Inc.
2.	KNOW THE ROCK	International Reg. No. 1485250 Australian Reg. No. 2033689 Canadian Reg. No. 1982742	July 12, 2019	DataCloud International Inc.