

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optodot Corporation		06/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Meta Materials Inc.		
Street Address:	85 Swanson Road, Suite 222		
City:	Boxborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01719		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4761056	NANOPORE	
Registration Number:	4773563	NPORE	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	9134515103		
Email:	tmdocket@lathrogpm.com,tiffany.oxendine@lathrogpm.com		
Correspondent Name:	Amy Brozenic		
Address Line 1:	2345 Grand Blvd., Suite 2200		
Address Line 4:	Kansas City, MISSOURI 64108-2618		
NAME OF SUBMITTER:	Amy Brozenic		
SIGNATURE:	/Amy Brozenic/		
DATE SIGNED:	07/18/2023		
Total Attachments: 6			
source=Project Titan - Trademark Assignment (EXECUTED)#page1.tif			
source=Project Titan - Trademark Assignment (EXECUTED)#page2.tif			
source=Project Titan - Trademark Assignment (EXECUTED)#page3.tif			
source=Project Titan - Trademark Assignment (EXECUTED)#page4.tif			
source=Project Titan - Trademark Assignment (EXECUTED)#page5.tif			

OP \$65.00 4761056

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") from Optodot Corporation, a Delaware corporation ("Assignor") to Meta Materials Inc., a Nevada corporation ("Assignee"), is effective as of June 21, 2022.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of June 16, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Trademarks (as defined below); and

WHEREAS, Assignee and Assignor have also entered into a Bill of Sale and Assignment and Assumption Agreement, dated as of June 21, 2022 (the "Bill of Sale"), to effect the Assets Transfer (as defined in the Bill of Sale).

NOW, THEREFORE, in consideration of the mutual promises set forth in the Bill of Sale and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assigned Trademarks. The term "Trademarks" means the trademark registrations set forth on Schedule A attached hereto.

2. Assignment. Upon the terms and subject to the conditions set forth in the Bill of Sale and the Purchase Agreement, effective as of the Closing, Assignor hereby irrevocably and perpetually conveys, transfers, assigns, and delivers to Assignee, as successor of the business to which the Trademarks relate, and Assignee hereby acquires, all right title and interest in and to: (i) the Trademarks; (ii) the goodwill of Assignor's business appurtenant thereto; (iii) all registrations and applications (including intent-to-use applications) for the Trademarks in all countries throughout the world; (iv) all income, royalties, damages and payments in respect of the Trademarks; and (v) and all rights corresponding to any of the foregoing throughout the world, including the right to register, prosecute and maintain any of the Trademarks, and the right to enforce, sue, claim remedies and recover damages for past, present and future infringement or other violation or impairment of any of the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

3. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Trademark Assignment with the United States Patent and Trademark Office or other such entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Trademarks. Assignor shall execute and deliver to Assignee such documents and take such actions as reasonably requested by Assignee to register, evidence or perfect Assignee's rights under this Trademark Assignment.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Section 7.2 (Governing Law; Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement shall apply to this Trademark Assignment, *mutatis mutandis*, as if set forth herein.

5. Counterparts. This Trademark Assignment may be executed in any number of counterparts (including via delivery of .pdf, DocuSign or other electronic means), each of which shall be an original as regards any party whose signature appears thereon and all of which shall constitute one and the same instrument. This Trademark Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

OPTODOT CORPORATION

By: Steven A. Carlson
Name: Steven A. Carlson
Title: President and CEO

ACKNOWLEDGMENT

State of Massachusetts

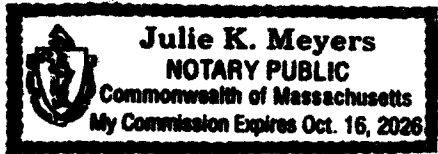
County of Worcester) ss: Devens

On this 21 day of June, ²⁰²² before me, the undersigned, personally appeared Steven A. Carlson, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Julie K. Meyers
Notary Public

My Commission Expires on October 16, 2026



Assignee hereby accepts the foregoing assignment of the Trademarks.

ASSIGNEE:

META MATERIALS INC.

DocuSigned by:

By: _____
Name: Kenneth Rice
Title: CFO of Meta Materials Inc.

[Signature Page to Trademark Assignment]

SCHEDULE A
ASSIGNED TRADEMARKS

Case Number	Mark	Status	App. Serial No.	Filing Date	Reg No.	Date Issued	Country
1141.009	NanoPore	Registered	86107147	10/31/2013	4761056	6/23/2015	US
1141.010	NPORE	Registered	86107165	10/31/2013	4773563	7/14/2015	US
1141.009CN	NanoPore	Registered	86107147		1206150	4/30/2014	China
1141.009ES	NanoPore	Registered			1 206 150	4/30/2014	Spain
1141.009FR	NanoPore	Registered			1 206 150	4/30/2014	France
1141.009IN	NanoPore	Pending	2761566	4/30/2014	1206150		India
1141.009IT	NanoPore	Registered			1 206 150	4/30/2014	Italy
1141.009JP	NanoPore	Registered			1 206 150	4/30/2014	Japan
1141.009KR	NanoPore	Registered			1206150	4/30/2014	Korea, Republic of
1141.009MP	NanoPore	Registered	86107147	4/30/2014	1206150	4/30/2014	Madrid Protocol

1141.009MX	NanoPore	Registered	1499531	4/30/2014	1520810	4/30/2014	Mexico
------------	----------	------------	---------	-----------	---------	-----------	--------