

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834933

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900790122		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INREALITY LLC		06/30/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Spectrio LLC		
Street Address:	4033 Tampa Road, Suite 103		
City:	Oldsmar		
State/Country:	FLORIDA		
Postal Code:	34677		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97619218	INREALITY	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4193211473		
Email:	mdockins@shumaker.com		
Correspondent Name:	Michael E. Dockins		
Address Line 1:	1000 Jackson St.		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Michael E. Dockins		
SIGNATURE:	/Michael E. Dockins/		
DATE SIGNED:	08/28/2023		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Intellectual Property Assignment**”) is made and entered into effective as of June 30, 2023 (the “**Effective Date**”) by and among **InReality LLC**, a Wisconsin limited liability company (“**InReality**”), **InReality Limited**, a Hong Kong private company limited by shares (“**Limited**” and collectively, jointly and severally, with InReality, each an “**Assignor**”, and collectively the “**Assignors**”), and **Spectrio LLC**, a Delaware limited liability company (“**Assignee**”).

RECITALS

1. Assignors, Assignee, Global Technology Investments LLC, Ronald Levac, and Shylesh Karuvath are parties to that certain Asset Purchase Agreement, dated effective as of June 30, 2023 (the “**Purchase Agreement**”), governing the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

2. Pursuant to the terms of the Purchase Agreement, Assignors have agreed to transfer and assign all of Assignors’ rights and interests in the Intellectual Property Assets (as defined in the Purchase Agreement) to Assignee.

3. Assignors own, or may claim to own or have an interest in, the trademarks and services marks (the “**Marks**”), applications, registrations and other intellectual property (the “**Property**”) as described in Appendix A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized in connection with the products or services on which the Marks are used (the “**Products**”). Other than the Retained Assets, Assignors represent that each Assignor individually owns no further trademarks, service marks, trade names, collective marks, certification marks, slogans or logos other than those identified in, or referenced by, this recital.

4. Other than the Retained Assets, Assignors own copyrights (the “**Copyrights**”) in numerous works (“**Works**”). Other than the Retained Assets, Works include the following:

All software, source code, object code, executable code, scripts, web pages, programs, databases, modules, texts, books, articles, manuals, handbooks, workbooks, pamphlets, written materials, advertising materials, DVDs, CDs, videos, films, recordings, banners, design elements, advertisements, work products, sketches, logos, content, information, artwork, graphics, posters, concepts, images, photographs, and other written, pictorial, graphic or audiovisual works, including any changes or modifications, related to works which Assignors have authored, modified, edited, made, or conceived or otherwise owns. Works also include the websites and content associated with the Domain Names and their subpages. Works hereby assigned shall also include any future revisions, changes, enhancements and derivative works hereafter made.

Works may include any common law rights as well as registrations and copyright applications, if any, and any renewals and extensions thereof. Each Assignor represents that all copyright applications or registrations owned by such Assignor, whether in the U.S. or in any other country, shall be listed as follows:

None.

Each Assignor represents that Assignors do not own or claim an interest in any further Copyrights or Works other than those identified in, or referenced by, this recital.

5. Assignors own or have developed certain trade secrets and confidential information including, but not limited to, software, concepts, inventions, designs, technical drawings, knowledge, blue-prints, plans and/or trade secrets with regard to the Acquired Assets ("**Trade Secrets**").

6. Assignors own, claim an interest in or otherwise control, the Internet domain names (the "**Domain Names**") as described in Appendix B attached hereto and incorporated by reference herein.

7. Assignors own, claim an interest to or otherwise control, the following phone number(s) (the "**Phone Number**"):

None

8. Assignee desires to acquire all of Assignors' right, title and interest in the Marks, Property, Products, Copyrights, Works, Trade Secrets, Domain Names, Phone Number and any other Intellectual Property other than the Retained Assets (collectively as "**IP Assets**").

THEREFORE, in consideration of the promises mutually exchanged herein and other good and valuable consideration, Assignors and Assignee agree as follows:

AGREEMENT

1. ACKNOWLEDGMENT. Assignors acknowledge, represent and warrant that the foregoing Recitals are true and correct to the best of its knowledge, information and belief.

2. TRADEMARKS.

a. Assignors assign and transfer to Assignee, its successors and assigns, all of Assignors' rights, title and interest of whatever kind in and to all the Marks and Property together with (1) the goodwill of the business relating to the Products upon which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to such Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

b. Each Assignor agrees to completely cease and desist, or otherwise discontinue, from any and all use, in any form, of the Marks and Property, or substantially similar variations thereof, within five (5) days of the Effective Date. Further, Assignors shall not represent or imply that either Assignor is certified by, sponsored by, or otherwise affiliated with Assignee. Assignors will cease using such Marks and take steps promptly to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Each Assignor also agrees for itself and for its successors and assigns to not use the Marks in any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.

c. Each Assignor shall not, directly or indirectly, in any way formally challenge, attack, oppose, cancel, attempt to block, or denigrate Assignee's, or Assignee's successors or assigns, use, validity, ownership, license or registration of the Marks or Property, nor will such Assignor, directly or indirectly, assist or encourage others to do so. Assignors shall not do or cause to be done any act or thing inconsistent with Assignee's ownership of the Marks or Property.

3. **COPYRIGHT.**

a. Assignors assign to Assignee, its successors and assigns, in perpetuity, all of Assignors' right, title and interest in and to the Copyrights and Works. Assignee, or its successors and assigns, may alter, enhance, modify, transfer, license or sublicense Works at its sole discretion without claim from either Assignor. Assignee and its designees have the right to grant use of the Works for any and all purposes without claim from either Assignor. No Assignor will be entitled to any further payments for any such uses.

b. Each Assignor shall cease and desist from all further reproduction, distribution, publication, print, display or public use of the Works.

c. Within ten (10) days following execution of this Intellectual Property Assignment, Assignors will transfer all materials embodying the Works (physical, print or electronic), including all masters, copies, electronic files or design files, in their native format or other format that allows for future use and modification, to Assignee on a CD-ROM or DVD-ROM.

4. **TRADE SECRETS.** Assignors assign and transfer to Assignee all right, title and interest in and to the Trade Secrets. Each Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment/transfer. Each Assignor shall continue to maintain the strict confidentiality of the Trade Secrets unless otherwise instructed by Assignee.

5. **DOMAIN NAMES/SOCIAL MEDIA.** Assignors assign to Assignee all right, title and interest in and to the registrations for the Domain Names, along with all related directories, user pages and content. Each Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment, such as conducting online transactions, unlocking domain names where necessary, forwarding all passwords and transfer codes to Assignee, and assisting with the transfer procedures required by the applicable registrars and registrants to convey control of the Domain Names from Assignors to Assignee pursuant to this Intellectual Property Assignment. Each Assignor shall act diligently to effectuate the assignment. Such assignment includes the transfer of

all social media related to Assignors or any related entities owned by, or otherwise controlled by, any Assignor to Assignee, including but not limited to Facebook, Twitter and YouTube accounts. Each Assignor shall advise all of its respective agents and representatives to assist with the foregoing assignment.

6. **PHONE NUMBER.** Assignors assign and transfer to Assignee all right, title and interest in and to the Phone Number. Each Assignor shall take all actions reasonably requested by Assignee to effectuate the assignment/transfer. Each Assignor shall act diligently to effectuate the assignment/transfer. Each Assignor shall advise all of their respective agents and representatives to assist with the foregoing assignment.

7. **BLANKET TRANSFER.** It is the intent of this Intellectual Property Assignment that Assignors transfer all Intellectual Property Assets (as defined in the Purchase Agreement) to Assignee. In the event that such property is discovered, Assignors, their successors and assigns, agree to cooperate fully to incorporate such property into this Agreement even if such is discovered after the Effective Date. Upon request by the Assignee, each Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignors hereby authorize the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as each Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of such Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless such Assignor has failed to do so within 5 business days of the Assignee's delivery to such Assignor of a written request therefor.

8. **MISCELLANEOUS.** The geographic scope of this Intellectual Property Assignment is worldwide. This Intellectual Property Assignment is executed as part of the transaction related to Purchase Agreement which has been executed by the parties thereto. This Intellectual Property Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede or limit any provision of the Purchase Agreement.

9. **SEVERABILITY.** If any provision or portion of any provision of this Intellectual Property Assignment is held to be invalid or unenforceable, all other provisions or portions of any provisions shall nevertheless continue in full force and effect.

10. **COUNTERPARTS; JOINTLY DRAFTED.** This Intellectual Property Assignment may be executed in counterparts, and as so executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. This Intellectual Property Assignment shall be deemed to have been negotiated and drafted at the joint request, direction, and instruction of each of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

11. **SIGNATURES.** Signatures transmitted by facsimile, DocuSign, .PDF, or email shall be deemed an original.

12. **EXHIBITS.** Any exhibits or addenda attached to this Intellectual Property Assignment are incorporated herein by reference, and if not actually attached, so long as they have been signed or initialed by the parties.

13. **MODIFICATION.** No modification, waiver, amendment, discharge, or change of this Intellectual Property Assignment shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

14. **FULL AUTHORITY.** Any individual signing this Intellectual Property Assignment on behalf of a Party represents and warrants that he or she has full authority to do so. No party to this Agreement has actually or purportedly assigned or transferred to any person not a party to this Intellectual Property Assignment any rights assigned in this Intellectual Property Assignment.

15. **BINDING EFFECT.** Each and every covenant and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, independent contractors, joint venturers, servants, parents, subsidiaries, affiliates, employees, officers, directors, representatives, attorneys, assigns and successors in interest of the parties.

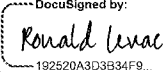
16. **GOVERNING LAW.** This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

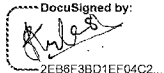
[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNORS:

INREALITY LLC, a Wisconsin limited liability company

By:  _____
Name: Ronald Levac
Title: Manager

By:  _____
Name: Shylesh Karuvath
Title: Manager

INREALITY LIMITED, a Hong Kong private company limited by shares

By:  _____
Name: Shylesh Karuvath
Title: Chief Technical Officer

ASSIGNEE:

SPECTRIO LLC, a Delaware limited liability company

By: _____
Tamara Bebb, Chief Executive Officer

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNORS:

INREALITY LLC, a Wisconsin limited liability company

By: _____

Name: Ronald Levac

Title: Manager

By: _____

Name: Shylesh Karuvath

Title: Manager

INREALITY LIMITED, a Hong Kong private company limited by shares

By: _____

Name: Shylesh Karuvath

Title: Chief Technical Officer

ASSIGNEE:

SPECTRIO LLC, a Delaware limited liability company

By: DocuSigned by:
Tamara Bebb
67048FB52EB84BE... _____
Chief Executive Officer

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APPENDIX A
TRADEMARKS

Registered Trademarks:

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>File Date</u>
United States	INREALITY	97/619,218	October 4, 2022

**APPENDIX B
DOMAIN NAMES**

Domain Names: GODADDY is the registrar for all domains listed below.

1. inreality.com
2. doorcounter.com
3. cenique.com
4. inrealityapp.com
5. door-counter.com
6. inreality.us