

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockbridge Associates, Inc.		08/24/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Momentum Research Group, LLC		
Doing Business As:	DBA Illuminas		
Street Address:	3801 Capital of Texas Highway South, Suite 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3214599	ROCKBRIDGE ASSOCIATES	
Registration Number:	2364143	ROCKBRIDGE ASSOCIATES	
Registration Number:	5894216	ALL AMERICAN INNOVATION INDEX	
Registration Number:	2189334	TECHQUAL	
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>			
Email:	gretchen@gretchenmccordlaw.com		
Correspondent Name:	Law Offices of Gretchen McCord, PLLC		
Address Line 1:	PO Box 128		
Address Line 4:	Rockdale, TEXAS 76567		
NAME OF SUBMITTER:	Gretchen McCord		
SIGNATURE:	/Gretchen McCord/		
DATE SIGNED:	09/07/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 24, 2023, is made by Rockbridge Associates, Inc., a Virginia corporation (“**Seller**”), in favor of Momentum Research Group, LLC d/b/a Illuminas, a Texas limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer, Seller and the other parties set forth therein, dated as of August 24, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademarks subject of the federal trademark registrations set forth on Schedule I hereto (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and the registrations set forth on Schedule I (the “**Assigned Registrations**”);

(b) all rights of any kind whatsoever of Seller regarding the Assigned Trademarks or accruing under any of the Assigned Registrations or otherwise provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, at the cost and expense of Buyer, where applicable, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks and the Assigned Registrations to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned

Trademarks and the Assigned Registrations. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature page follows.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

ROCKBRIDGE ASSOCIATES, INC.

By: Regina D. Woodall
Name: Regina D. Woodall
Title: President

Address for Notices: 46599 Kingschase Ct
Sterling, VA 20165

Email: gina.woodall@verizon.net

AGREED TO AND ACCEPTED:

BUYER:

MOMENTUM RESEARCH GROUP, LLC

By: _____
Name: Jay Shutter
Title: CEO

Address for Notices:
3801 Capital of Texas Highway S, Suite 200
Austin, Texas 78704

Email: adam.jennings@us.illumina.com

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

ROCKBRIDGE ASSOCIATES, INC.

By: _____

Name: Regina D. Woodall

Title: President

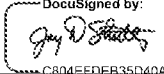
Address for Notices: _____

Email:

AGREED TO AND ACCEPTED:

BUYER:

MOMENTUM RESEARCH GROUP, LLC

By:  _____
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Name: Jay Shutter

Title: CEO

Address for Notices:

3801 Capital of Texas Highway S, Suite 200

Austin, Texas 78704

Email: adam.jennings@us.illumina.com

SCHEDULE I

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Rockbridge Associates	United States	3214599	March 6, 2007
Rockbridge Associates	United States	2364143	July 4, 2000
All American Innovation Index	United States	5894216	October 29, 2019
Techqual	United States	2189334	September 15, 1998