

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QPL Technologies, Inc.		11/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IIA Lab Services, LLC		
Street Address:	3500 Lenox Road NE, Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4186552	FOR YOUR PRODUCT'S PERFECTION	
Registration Number:	3965724	Q PLUS	
Registration Number:	4118258	Q-PLUS LABS	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	7044173275		
Email:	lauren.conners@nelsonmullins.com, ipdocket@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	047090/09035		
NAME OF SUBMITTER:	Lauren G. Conners		
SIGNATURE:	/Lauren G. Conners/		
DATE SIGNED:	11/10/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of November 1, 2023 (this “*Assignment*”) is made and entered into by and among **QPL TECHNOLOGIES, INC.**, a California corporation (“*QPL*”), **Q-PLUS, INC.**, a California corporation (“*Q-PLUS*” and together with QPL, collectively, the “*Assignors*” and each, an “*Assignor*”), and **IIA LAB SERVICES, LLC**, a Delaware corporation (the “*Assignee*”). Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignors, the Assignee and the other parties thereto. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignors own certain trademarks, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors are selling, assigning, transferring and delivering to the Assignee the Acquired Assets, including all Seller Intellectual Property; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignee desires to purchase, acquire and accept from the Assignors all right, title and interest in and to the Seller Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignors hereby agrees as follows:

1. Assignment. In consideration for entering into the Purchase Agreement, the Assignors do hereby sell, assign, transfer and set over unto the Assignee all of the Assignors’ right, title and interest in and to the Seller Intellectual Property, including:
 - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
 - (b) all trademarks, service marks, trade dress, logos, trade names, URL domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
 - (c) all software (including source code) and other copyrightable works, works of authorship and mask words, data, databases, data collections and related

documentation, all copyrights, and all applications, registrations and renewals in connection therewith;

(d) all customer and client lists;

(e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals);

(f) all rights in and to any of the foregoing, including the right to sue, recover damage, costs, and attorneys' fees for past and present infringement or misappropriation of any of the foregoing;

(g) all rights corresponding thereto throughout the world, including all moral rights, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment and sale not been made; and

(h) all items listed on Schedule A hereto.

2. Transfer Documents; Further Assurances. The Assignors further agree that, when requested, the Assignors will, without demanding any further consideration therefor, but at Assignee's expense, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting the Assignee's right to the Seller Intellectual Property and to render all necessary assistance in making applications for and obtaining registrations of the Seller Intellectual Property, and in enforcing any rights or choses in action accruing as a result of such applications or the Seller Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Seller Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of the Assignors and the Assignee.
3. Terms of the Purchase Agreement. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the 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 between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. Amendments. This Assignment may not be amended except by an instrument in writing signed by the Assignors and the Assignee. By an instrument in writing, the Assignors, on the one hand, or the Assignee, on the other hand, may waive compliance by the other

with any term or provision of this Assignment that such other party was or is obligated to comply with or perform.


5. No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.
6. **JURISDICTION; SERVICE OF PROCESS. EACH PARTY (A) CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF DELAWARE (AND ANY CORRESPONDING APPELLATE COURT) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, (B) WAIVES ANY VENUE OR INCONVENIENT FORUM DEFENSE TO ANY PROCEEDING MAINTAINED IN SUCH COURTS, AND (C) EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, AGREES NOT TO INITIATE ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT IN ANY OTHER COURT OR FORUM. PROCESS IN ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD.**
7. Governing Law. This Assignment will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.
8. Specific Performance. Each party acknowledges that the other party would be damaged irreparably and would have no adequate remedy at law if any provision of this Assignment is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each party agrees that the other party will be entitled to an injunction to prevent any breach of any provision of this Assignment and to enforce specifically any provision of this Assignment, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.
9. Severability. Any provision of this Assignment that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
10. Counterparts. This Agreement may be executed in separate counterparts (including by means of PDF signature pages), each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(Signature Page Follows)


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNORS:

QPL TECHNOLOGIES, INC.

By: 
Name: Lola H. Knicker
Title: Secretary

Q-PLUS, INC.

By: 
Name: Lola H. Knicker
Title: Secretary

ASSIGNEE:

IIA LAB SERVICES, LLC

By: DocuSigned by:
Christopher Niebuhr

Name: Christopher Niebuhr
Title: Chief Executive Officer

SCHEDULE A

Trademark Registrations

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
FOR YOUR PRODUCT'S PERFECTION	85/500,499 4,186,552 United States	December 21, 2011 August 7, 2012	QPL Technologies, Inc.	Live
Q-PLUS LABS	85/379,033 4,118,258 United States	July 22, 2011 March 27, 2012	Q-PLUS Labs, a QPL Technologies, Inc. Company	Live
	85/135,133 3,965,724 United States	September 22, 2010 May 24, 2011	QPL Technologies, Inc.	Live

Domain Names

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
QPLUSLABS.COM	Q-Plus	Network Solutions, LLC	June 24, 2024
QPLTECHNOLOGIES.COM	Q-Plus	Network Solutions, LLC	December 8, 2024
QPLUSPRODUCTS.COM	Q-Plus	Network Solutions, LLC	December 8, 2024
QPLUSPRODUCTS.NET	Q-Plus	Network Solutions, LLC	December 8, 2024
QPL.US.COM	Masked	Network Solutions LLC	December 8, 2024
QPLUS.US.COM	Masked	Network Solutions LLC	December 8, 2024
QPLUSLABS.NET	Q-Plus	Network Solutions, LLC	December 8, 2024

SOCIAL MEDIA ACCOUNTS

HANDLE	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE
@QPLUSLABS	Twitter	N/A	May 2011
LINKEDIN.COM/COMPANY/Q-PLUS-LABS	LinkedIn	N/A	Unidentified
FACEBOOK.COM/QPLUSLABS	Facebook	N/A	May 2011
@QPLUSLABS	Instagram	N/A	April 2019