

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tachikara U.S.A., Inc.		01/04/2024	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Clearview Systems, LLC		
Street Address:	4855 LB McLeod Road		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32811		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1067737	TACHIKARA	
Registration Number:	1100821	TACHIKARA	
Registration Number:	3417534	TACHIKARA	
Registration Number:	2848568	B2 TACTILE TECHNOLOGY DUAL BLADDER CONST	
Registration Number:	2912552	VOLLEY-LITE	
Registration Number:	1469180	FUZZIE	
Registration Number:	3394735	WE'VE GOT THE BALL. YOU BRING THE GAME!	
Registration Number:	3417536	TACHIKARA	
Registration Number:	2161541	COURT JUSTICE	
Registration Number:	3525619	PERFORMA-TEC	
Registration Number:	2227100	T	
Registration Number:	3582837	SUPER-SOFT	
Registration Number:	3582838	THE SETTER	
Registration Number:	3766086	SV-5W GOLD	
Registration Number:	2460485	HIPPO HIDE	
Registration Number:	4056199	VOLLEY ALL	
Registration Number:	4056201	SOFTEC	
Registration Number:	1670385	PRIMARY	
Registration Number:	1199687	LOOSE BLADDER CONSTRUCTION LBC	

CH \$640.00 1067737

Property Type	Number	Word Mark
Registration Number:	1223564	SUC SINGLE UNIT CONSTRUCTION
Registration Number:	2752266	TACTILE TECHNOLOGY
Registration Number:	2770968	SENSI-TEC
Registration Number:	4719644	VOLLEY LITE
Registration Number:	5199603	5W PRIME
Serial Number:	77248328	TACHIKARA

CORRESPONDENCE DATA

Fax Number: 9498519348
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.
Phone: 949-851-0633
Email: sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, IPDocketOrangeCounty@mwe.com
Correspondent Name: Sarah E. Bro
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 18565 Jamboree Road, Suite 250
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	102958-0078
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	01/18/2024

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of January 4, 2024, is made by and between Tachikara U.S.A., Inc., a Nevada corporation ("Assignor") and Clearview Systems, LLC, a Florida limited liability company ("Assignee"). All capitalized terms not defined herein shall be assigned the meaning set forth in the Purchase Agreement (as defined below).

RECITALS

A. Assignor is the owner of the trademarks set forth on Schedule 1 hereto, together with the goodwill of the Business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee;

C. Pursuant to the Purchase Agreement, Assignor has agreed to transfer the Purchased Assets (except for the Excluded Assets) of the Business to which the Marks relates, and that such Business is ongoing; and

D. This Trademark Assignment memorializes the assignment, transfer and sale of the Marks from Assignor.

NOW THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the Business associated with the Marks, and all registrations and pending applications for the Marks, along with any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Assignor hereby authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office, as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record and register this Trademark Assignment upon request by Assignee.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement or create any additional obligations, covenants, agreements, representations or warranties or in any way affect any of the obligations, covenants, agreements,

representations or warranties of Assignee or Assignor under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail.

4. Upon reasonable request by Assignee, Assignor will execute such documents as may be reasonably necessary to evidence and perfect the assignment of the Marks and related goodwill and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee.

5. This Trademark Assignment may be amended, or any provision of this Trademark Assignment may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by such party, but not by any course of conduct or otherwise. No waiver by any party, whether express or implied, of its rights under any provision of this Trademark Assignment shall constitute a waiver of the party's rights under such provisions at any other time or a waiver of the party's rights under any other provision of this Trademark Assignment. No failure by any party to take any action against any breach of this Trademark Assignment or default by another party shall constitute a waiver of the former party's right to enforce any provision of this Trademark Assignment or to take action against such breach or default or any subsequent breach or default by the other party.

6. This Trademark Assignment will be interpreted and enforced in accordance with, and all questions, claims, controversies, disputes, or causes of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to the transactions contemplated hereby or concerning the construction, validity, interpretation and performance of this Trademark Assignment will be governed by, the Laws of the State of Delaware without giving effect to conflict of laws principles.

7. This Trademark Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Assignment, by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

TACHIKARA U.S.A., INC.

DocuSigned by:
Roger Revelle
By: _____
Name: Roger W. Revelle
Title: Senior Vice President and Chief
Operating Officer

ASSIGNEE:

CLEARVIEW SYSTEMS, LLC

By: _____
Name: Matthew Polstein
Title: Co-Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

TACHIKARA U.S.A., INC.

By: _____
Name:
Title:

ASSIGNEE:

CLEARVIEW SYSTEMS, LLC

By:  _____
Name: Matthew Polstein
Title: Co-Chief Executive Officer

SCHEDULE 1**TRADEMARK APPLICATIONS AND REGISTRATIONS**

Recorded Owner	Country	Registered Trademark	Registered Number	Registration Date	Renewal Date
Tachikara U.S.A., Inc.	United States of America and its Territories	TACHIKARA®	1067737	06/14/1977	06/14/2026
Tachikara U.S.A., Inc.	United States of America and its Territories	TACHIKARA® & Design	1100821	08/29/1978	08/29/2027
Tachikara U.S.A., Inc.	United States of America and its Territories	TACHIKARA®	3417534	04/29/2008	04/29/2027
Tachikara U.S.A., Inc.	United States of America and its Territories	TACHIKARA® & Design	77248328	04/29/2008	04/29/2027
Tachikara U.S.A., Inc.	Canada	TACHIKARA® & Design	TMA821,008	03/29/2012	03/29/2027
Tachikara U.S.A., Inc.	Commonwealth of Dominica	TACHIKARA®	118/2014	08/08/2014	08/08/2024
Tachikara U.S.A., Inc.	Dominican Republic	TACHIKARA®	226565	12/15/2015	12/15/2025
Tachikara U.S.A., Inc.	Great Britain & Northern Ireland	TACHIKARA®	UK00003056472	08/29/2014	05/21/2024
Tachikara U.S.A., Inc.	India	TACHIKARA®	2751917	06/06/2014	06/06/2034
Tachikara U.S.A., Inc.	Malaysia	TACHIKARA®	2014005846	05/07/2015	05/27/2024
Tachikara U.S.A., Inc.	Malaysia	TACHIKARA®	2014005846	05/27/2014	05/27/2024
Tachikara U.S.A., Inc.	Malaysia	TACHIKARA®	2014005848	05/27/2014	05/27/2024
Tachikara U.S.A., Inc.	Malaysia	TACHIKARA®	2014005847	05/27/2014	05/27/2024
Tachikara U.S.A., Inc.	Mexico	TACHIKARA®	M345246	3/18/1988	12/23/2031
Tachikara U.S.A., Inc.	Pakistan	TACHIKARA®	372350	10/17/2014	10/17/2024
Tachikara U.S.A., Inc.	Philippines	TACHIKARA®	4/2014/00006497	12/18/2014	12/18/2024
Tachikara U.S.A., Inc.	Republic of Mauritius	TACHIKARA®	16796/2014	05/21/2014	05/21/2024
Tachikara U.S.A., Inc.	Vietnam	TACHIKARA®	253077	10/16/2015	05/05/2024
Recorded Owner	Agency	Registered Trademark		Date Issued (Reg Date)	Renewal Date
Tachikara U.S.A., Inc.	USA	B2 TACTILE TECHNOLOGY DUAL BLADDER CONSTRUCTION, with design	76419487/2848568	06/01/2004	06/01/2024
Tachikara U.S.A., Inc.	USA	VOLLEY-LITE	76567194/2912552	12/21/2004	12/21/2024

Recorded Owner	Country	Registered Trademark	Registered Number	Registration Date	Renewal Date
Tachikara U.S.A., Inc.	Canada	LBC LOOSE BLADDER CONSTRUCTION (with design)	0421619/TMA24 5482 (renewal due every 15 years)	05/23/1980	05/23/2025
Tachikara U.S.A., Inc.	Canada	TACHIKARA, (Clothing)	0442756/TMA24 9668 (renewal due every 15 years)	08/22/1980	08/22/2025
Tachikara U.S.A., Inc.	USA	TACHIKARA, typed drawing	73071545/106773 7 (second renewal, 02/17/2007)	06/14/1977	06/14/2027
Tachikara U.S.A., Inc.	USA	FUZZIE, typed drawing	73602716/146918 0	12/15/1987	12/15/2027
Tachikara U.S.A., Inc.	USA	WE'VE GOT THE BALL. YOU BRING THE GAME!	77247119/339473 5	03/11/2008	03/11/2028
Tachikara U.S.A., Inc.	USA	TACHIKARA, Design plus words	77248328/341753 6	04/29/2008	04/29/2028
Tachikara U.S.A., Inc.	USA	TACHIKARA, word only	77248283/341753 4	04/29/2008	04/29/2028
Tachikara U.S.A., Inc.	USA	COURT JUSTICE, typed drawing	75214770/216154 1 (first renewal 03/03/08)	06/02/1998	06/02/2028
Tachikara U.S.A., Inc.	USA	TACHIKARA, design plus words	73096848/110082 1	08/29/1978	08/29/2028
Tachikara U.S.A., Inc.	USA	PERFORMA-TEC	77975958/352561 9	10/28/2008	10/28/2028
Tachikara U.S.A., Inc.	USA	T, with design	75224908/222710 0	03/02/1999	03/02/2029
Tachikara U.S.A., Inc.	USA	SUPER-SOFT	77515721/358283 7	03/03/2009	03/03/2029
Tachikara U.S.A., Inc.	USA	THE SETTER	77515795/358283 8	03/03/2009	03/03/2029
Tachikara U.S.A., Inc.	USA	SV-5W GOLD	77658789/376608 6	03/30/2010	03/30/2030
Tachikara U.S.A., Inc.	Mexico	Tachikara (& design)	1207325	03/17/2011	11/26/2030
Tachikara U.S.A., Inc.	USA	HIPPO HIDE	75867752/246048 5	06/12/2001	06/12/2031
Tachikara U.S.A., Inc.	USA	Volley-All	85293272/405619 9	11/15/2011	11/17/2031
Tachikara U.S.A., Inc.	USA	Softec	85293343/405620 1	11/15/2011	11/17/2031
Tachikara U.S.A., Inc.	USA	PRIMARY, typed drawing	74137014/167038 5	12/31/1991	12/31/2031
Tachikara U.S.A., Inc.	Canada	TACHIKARA (Balls)	1240592/TMA68 2556 (renewal due every 15 years)	02/27/2007	02/27/2032

Recorded Owner	Country	Registered Trademark	Registered Number	Registration Date	Renewal Date
Tachikara U.S.A., Inc.	USA	LOOSE BLADDER CONSTRUCTION, design plus words	73162933/1199687	06/29/1982	06/29/2032
Tachikara U.S.A., Inc.	USA	SUC SINGLE UNIT CONSTRUCTION, design plus words	73316694/1223564 (first renewal 03/24/03, monitor only)	01/11/1983	01/11/2033
Tachikara U.S.A., Inc.	USA	TACTILE TECHNOLOGY	76412514/2752266	08/19/2003	08/19/2033
Tachikara U.S.A., Inc.	USA	SENSI-TEC	76398397/2770968	10/07/2003	10/07/2033
Tachikara U.S.A., Inc.	USA	VOLLEY LITE Logo	86367812/4719644	04/14/2015	04/14/2025
Tachikara U.S.A., Inc.	USA	5W PRIME	87192704/5199603	05/09/2017	05/09/2027