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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI173028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coda Global LLC		08/04/2020	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	Presidio Networked Solutions LLC
Street Address:	One Penn Plaza
Internal Address:	Suite 2501
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	Limited Liability Company: FLORIDA

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	87323702	DEVOPTIMIZED
Serial Number:	86971297	BLUE MIXOLOGY

# **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128623135

**Email:** barbara.siepka@kirkland.com

Correspondent Name: Ms. Barbara M Siepka
Address Line 1: 300 North LaSalle
Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48341-12
NAME OF SUBMITTER:	Barbara Siepka
SIGNATURE:	Barbara Siepka
DATE SIGNED:	04/17/2024

**Total Attachments: 5** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 4, 2020 ("Effective Date"), by and between Coda Global LLC, a Delaware limited liability company ("Assignor"), and Presidio Networked Solutions LLC, a Florida limited liability company ("Assignee"). Each Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the Asset Purchase Agreement (the "Purchase Agreement") between the Parties, dated as of August 4, 2020, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

Assignment. Effective as of the date hereof, Assignor hereby sells, assigns, Section 1. transfers and conveys to Assignee, its successors, assigns, and legal representatives, and Assignee hereby acquires and accepts from Assignor, Assignor's entire ownership, right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 Assignment had not been made, together with the rights to (a) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, (b) bring actions, defend against or otherwise recover for past, present or future infringement or other unauthorized use of the Marks, and (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof.

Section 2. <u>Acknowledgement</u>. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, the Assignee shall be the exclusive owner of the Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Section 3. Further Assurances. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall, and shall cause their respective affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, acquittances, instruments and documents of conveyance and transfer or assumption, and take such other actions and shall execute and deliver such other documents, certifications and further assurances, in each case as may be necessary or appropriate to make

TRADEMARK REEL: 008402 FRAME: 0764 effective the Assignment or enable Assignee (at Assignee's expense) to record its ownership of the Marks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. <u>Successors and Assigns</u>. This Assignment is binding on and inures to the benefit of the Parties and their respective successors and assigns.

Section 5. <u>Severability</u>. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 6. <u>Amendments and Waivers.</u> This Assignment may not be amended except by an instrument in writing signed by each Party. By an instrument in writing, Assignor, on the one hand, or Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that the other Party was or is obligated to comply with or perform. Such waiver or failure to insist on strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of compliance.

Section 7. <u>Governing Law</u>. This Assignment is for the benefit of the Parties, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard 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.

Section 8. <u>Entire Agreement</u>. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings relating to such subject matter.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CODA GLOBAL LLC	PRESIDIO NETWORKED SOLUTIONS
Docusigned by:  Sam Fatigato  5C2C27EFB367468	
Name: Sam Fatigato	Name:
Title: CEO	Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CODA GLOBAL LLC	PRESIDIO NETWORKED SOLUTIONS	
Name:	Name: Robert Cagnazzi	
Title:	Title: Chief Executive Officer	

[Signature Page to Trademark Assignment]

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# **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Mark	App. No. /	Reg. No. /
	App. Date	Reg. Date
DEVOPTIMZIED	87/323702 /	5487549 /
	2/03/2017	6/05/18
BLUE	86/971297 /	5243930 /
MIXOLOGY	4/11/16	7/18/17

RECORDED: 04/17/2024

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