

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GA Javelin LLC		12/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalent, Inc.		
Street Address:	17430 College Parkway		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4801807	JAVELIN STRATEGY & RESEARCH	
Registration Number:	4563043	MONEYHAWKS	
Registration Number:	3193355	PREVENTION, DETECTION AND RESOLUTION	
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:	aprilwhite@paulhastings.com		
Correspondent Name:	April White		
Address Line 1:	4747 Executive Dr. 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	99515.00002		
NAME OF SUBMITTER:	April K. White		
SIGNATURE:	/April K. White/		
DATE SIGNED:	01/03/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of December 30, 2019 (the “Effective Date”), by and between GA Javelin LLC, a Delaware limited liability company (“Assignor”) and Escalent, Inc., a Michigan corporation (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign to Assignee, among other things, the Transferred Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Assignment.

(a) Assignor hereby assigns, transfers, sells, sets over, and conveys to Assignee all of its rights, title and interest throughout the world in and to the trademarks and service marks listed on **Exhibit A** attached hereto (collectively, the “Marks”), and the applications and registrations therefor, any renewals or extensions of such applications and registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its 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.

(b) In addition to the above assignment, Assignor hereby assigns, transfers, sells, sets over, and conveys to Assignee all of its rights, title and interest throughout the world in and to the Transferred Intellectual Property, together with all income, royalties, or payments due or payable as of the Effective Date, including, without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to the Transferred Intellectual Property), and (c) all other rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies, including, without limitation, the right to sue for and recover damages, profits and any other remedy, for past, present or future infringement, misappropriation, dilution or other conflict relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Further Assurances. Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor’s right, title and interest in and to the Marks, Transferred Intellectual Property, and the applications

and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Assignor.

3. Purchase Agreement. This Agreement is entered into pursuant to, and is governed by, the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment

4. Recordation. Assignor hereby authorizes Assignee to record this Agreement with any relevant Governmental Entity so as to perfect its ownership of the Marks and Transferred Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the registration for the Marks and Transferred Intellectual Property to Assignee or its designees as assignee(s) of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.


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

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

GA Javelin LLC

By: 
Name: Steven C. Busby
Title: Managing Member

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

Escalent, Inc.

By: 

Name: Stan Stec

Title: Chief Financial Officer

EXHIBIT A

1. JAVELIN STRATEGY & RESEARCH, GA Javelin LLC, Reg. No. 4801807 (US).
2. MONEYHAWKS, GA Javelin LLC, Reg. No. 4563043 (US).
3. PREVENTION DETECTION AND RESOLUTION, GA Javelin LLC, Reg. No. 3193355 (US).