

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Current Lighting Solutions, LLC		04/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ubicquia IQ LLC		
Street Address:	1333 Gateway Drive		
Internal Address:	Suite 1003/1004		
City:	Melbourne		
State/Country:	FLORIDA		
Postal Code:	32901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5546756	CITYIQ	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<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:	206-622-4900		
Email:	USTM.Docketing@SeedIP.com		
Correspondent Name:	Seed IP Law Group LLP		
Address Line 1:	701 5th Avenue, Suite 5400		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	920270.001		
NAME OF SUBMITTER:	Bradley Zentz		
SIGNATURE:	/Bradley Zentz/		
DATE SIGNED:	05/20/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “TM Assignment Agreement”) is made as of April 30, 2020, by and between Current Lighting Solutions, LLC, a Delaware limited liability company (“Assignor”), and Ubicquia IQ LLC, a Delaware limited liability company (“Assignee”), pursuant to and subject to the terms of that certain Asset Purchase Agreement, dated of even date herewith by and between Assignor and Assignee (the “Asset Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s rights, title, and interests in and to the Purchased Intellectual Property and to execute and deliver this IP Assignment Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the Purchased Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this TM Assignment Agreement not been made, including the trademark registrations and trademark applications set forth on Exhibit A hereto, along with the goodwill associated therewith.

2. Recordation and Further Actions. Assignor 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request and at Assignee’s expense, Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns and legal representatives, including the execution and delivery of documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Purchased Intellectual Property to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This TM Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This TM Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TM Assignment Agreement 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 TM Assignment Agreement.

5. Severability. If any term or provision of this TM Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this TM Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Any capitalized terms not otherwise defined herein shall have their meanings as set forth in the Asset Purchase Agreement.

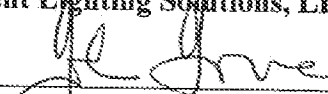
7. Governing Law. This TM Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this TM Assignment and the transactions contemplated hereby will be governed by and construed in accordance with the internal substantive Laws of the State of Delaware (without regard to the Laws of conflict that might otherwise apply) as to all matters, including without limitation matters of validity, construction, effect, performance and remedies. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware and of the United States located in Delaware, for the purposes of any such action or other proceeding arising out of this Agreement or any transaction contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this TM Assignment Agreement as of the date first written above.

Assignor:

Current Lighting Solutions, LLC



Name: John Irvine

Its: Chief Financial Officer


[Signature Page to TM Assignment Agreement]

AGREED TO AND ACCEPTED:

Assignee:

Ubicquia IQ LLC

DocuSigned by:



Name: Ian Aaron

Its: Chief Executive Officer

[Signature Page to TM Assignment Agreement]

TRADEMARK
REEL: 006943 FRAME: 0149

EXHIBIT A

Trademark Registrations and Applications

Trademark	Country	Application/ Registration Date	Application No.	Registration No.
CITYIQ	Canada	March 1, 2017	1825129	-
CITYIQ	United States of America	February 27, 2017	87350985	5546756
CITYIQ	Mexico	March 2, 2017	1860522	1976594
CITYIQ	Mexico	March 2, 2017	1860515	1766490