

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pastel IP Inc.		05/06/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Spytec GPS, Inc.		
Street Address:	135 W. 36th Street, Fl 13		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	11231		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88370092	PASTEL	
Serial Number:	88370116	S	
Serial Number:	88370125	SPHERE	
Serial Number:	88370083		
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>			
Phone:	347-763-9480		
Email:	jason@jasonsanderslaw.com		
Correspondent Name:	Jason Sanders		
Address Line 1:	68 3rd Street, Suite 242		
Address Line 4:	Brooklyn, NEW YORK 11231		
NAME OF SUBMITTER:	Jason Sanders		
SIGNATURE:	/Jason Sanders/		
DATE SIGNED:	05/08/2020		
Total Attachments: 4			
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OP \$115.00 88370092

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 6, 2020, is made by Pastel IP Inc. (“**Seller**”), a New York Corporation, located at 135 W 36th Street, Fl 13, New York, NY 10018, in favor of Spytec GPS, Inc. (“**Buyer**”), a New York Corporation, located at 135 W 36th Street, Fl 13, New York, NY 10018.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller 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 Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

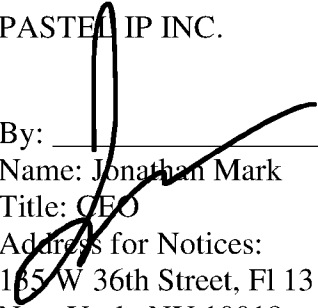
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

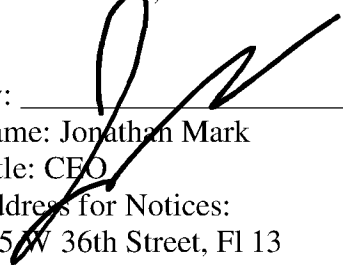
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PASTEL IP INC.

By: 
Name: Jonathan Mark
Title: CEO
Address for Notices:
135 W 36th Street, Fl 13
New York, NY 10018

AGREED TO AND ACCEPTED:

SPYTEC GPS, INC.

By: 
Name: Jonathan Mark
Title: CEO
Address for Notices:
135 W 36th Street, Fl 13
New York, NY 10018

SCHEDULE 1

Assigned Trademarks

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
PASTEL	USA	Pub. – 1st Ext. Granted	88370092	04/03/2019
S (Design with circle)	USA	Pub. – 1st Ext. Granted	88370116	04/03/2019
SPHERE	USA	Pub. – 1st Ext. Granted	88370125	04/03/2019
(Split hexagon design with triangles)	USA	Notice of Allowance	88370083	04/03/2019
SPHERE	Canada	Formalized	1980851	08-15-2019