

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Marketing & Communications, LLC		08/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACTO Technologies, Inc.		
Street Address:	121 Richmond St. West, #200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H2K1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5057802	PLAYBOOK	
Registration Number:	5464766	PLAYBOOK	
Registration Number:	5071580	SCRIMMAGE	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	732-741-3900		
Email:	dazzinaro@ghclaw.com		
Correspondent Name:	Diane Azzinaro		
Address Line 1:	125 Half Mile Road, Suite 300		
Address Line 2:	Giordano, Halleran & Ciesla, P.C.		
Address Line 4:	Red Bank, NEW YORK 07701		
ATTORNEY DOCKET NUMBER:	19536-0006		
NAME OF SUBMITTER:	Kurt E. Anderson		
SIGNATURE:	/Kurt E. Anderson/		
DATE SIGNED:	03/30/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of August 7, 2020, is made by Access Marketing & Communications LLC ("**Seller**"), a Delaware limited liability company, with an address at 15016 S 7th Street, Phoenix, AZ 85048, in favor of ACTO Technologies Inc. ("**Buyer**"), an Ontario business corporation, located at 121 Richmond Street West, #200, Toronto, Ontario M5H2K1, Canada, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of August 7, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

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 all of Seller's right, title, and interest in and to the following:

(a) the trademark registration common law trademarks for each item 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;

(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 to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, 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

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 PAGES FOLLOW]

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

**ACCESS MARKETING &
COMMUNICATIONS, LLC, Seller**

DocuSigned by:

By: CADEF3B2E277411
Name: Derek Lundsten
Title: Chief Executive Officer

I have authority to bind the above listed entity

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

AGREED TO AND ACCEPTED:

ACTO TECHNOLOGIES INC., Buyer

DocuSigned by:
Parth Khanna
By: _____
Name: Parth Khanna
Title: Chief Executive Officer

I have authority to bind the above listed entity

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Registration Number	Registration Date
PLAYBOOK	5464766	May 8, 2018
PLAYBOOK	5057802	October 11, 2016
SCRIMAGE	5071580	November 1, 2016

Docs #4652891-v1