

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646235

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900611960

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Civiq Smartscares, LLC		04/13/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comark, LLC
Street Address:	430 Fortune Boulevard
City:	Milford
State/Country:	MASSACHUSETTS
Postal Code:	01757
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5301049	WAYPOINT

CORRESPONDENCE DATA

Fax Number: 2123553333
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: 2128138800
Email: sallirampersad@goodwinlaw.com
Correspondent Name: Goodwin Procter LLP
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	132533/240232
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	05/12/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of the later date set forth on the signature pages hereto and effective as of the 5th day of August, 2019, by and between Civiq Smartscares, LLC, a limited liability company formed and existing under the laws of Delaware, and having a usual place of business at 430 Fortune Boulevard, Milford, MA 01757 ("Assignor") and Comark, LLC, a limited liability company formed and existing under the laws of Delaware, and having a usual place of business at 440 Fortune Boulevard, Milford, MA 01757 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 5, 2019 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of \$1.00 and the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after August 5, 2019, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.


Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date set forth below.

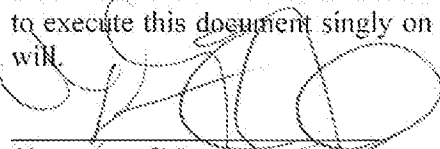
ASSIGNOR:

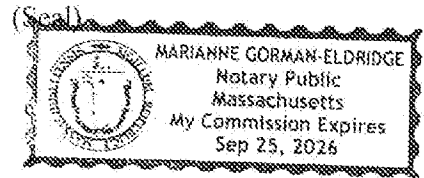
CIVIQ SMARTSCAPES, LLC
a Delaware limited liability company

By: 
Name: G. Lawrence Bero
Title: Treasurer
Date: 4/13/21

NOTARIZATION

On this 13th day of April, 2021, before me, the undersigned Notary Public, personally appeared G. Lawrence Bero, proved to me through satisfactory evidence of identification, which was/were MA ID# 1111111111 to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


Signature of Notary
My Commission Expires: Sept 25, 2026



Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date set forth below.

ASSIGNEE:

COMARK, LLC
a Delaware limited liability company

By: _____

Name: G. Lawrence Bero

Title: Treasurer

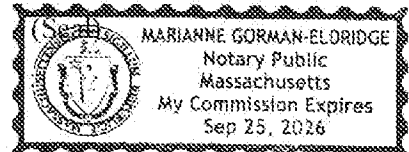
Date: 4/15/21

NOTARIZATION

On this 13th day of April, 2021 before me, the undersigned Notary Public, personally appeared G. Lawrence Bero proved to me through satisfactory evidence of identification, which was/were MA Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: Sept. 25, 2026



Signature Page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
WAYPOINT	United States	87/368,594; March 13, 2017	5,301,049; October 3, 2017
WAYPOINT	Canada	1844445; June 29, 2017	[Abandoned]
WAYPOINT	Europe	16915225; June 26, 2017	16915225; October 24, 2017
WAYPOINT	Israel	295804; June 27, 2017	295804; December 4, 2018