

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dropbox, Inc.		07/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kandra Labs, Inc.		
Street Address:	235 Berry Street		
Internal Address:	Suite 306		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94158		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4478210	ZULIP	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	08/22/2016		
Total Attachments: 1			
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OP \$40.00 4478210

Exhibit A

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made as of July 19, 2016 (the "Effective Date") between Dropbox, Inc., a Delaware corporation with a principal place of business at 333 Brannan Street, San Francisco, CA 94107 ("Assignor") and Kandra Labs, Inc., a Delaware corporation with a principal place of business at 235 Berry St. Suite 306, San Francisco, CA 94158 ("Assignee").


WHEREAS, under the terms of a Domain Name & Trademark Assignment Agreement ("Agreement") executed by the parties, Assignor has conveyed, transferred and assigned to Assignee, among other assets, a certain trademark of Assignor, and has agreed to execute and deliver this 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, Assignor hereby assigns and transfers to Assignee all claims, right, title and interest Assignee has in and to U.S. Trademark Registration No. 4478210 (ZULIP) and all issuances, extensions and renewals thereof (the "Trademark"), together with the goodwill associated with and symbolized by the Trademark.
- 2) Authorization. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.
- 3) Terms of the Agreement. The parties agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark. The terms contained in the Agreement will not be superseded by this Assignment, and will 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 Agreement and the terms of this Assignment, the terms of the Agreement will govern.
- 4) Miscellaneous. This Assignment shall be governed by and construed under the laws of the State of California, excluding conflicts of laws principles. Any suit hereunder shall be brought in the federal or state courts in San Francisco, California and both parties hereby agree to submit to the jurisdiction thereof. This Assignment will inure to the benefit of and be binding on each party's successors and assigns. The parties may execute this agreement in counterparts, which taken together will constitute one instrument.

This Assignment is accepted and agreed to by the authorized representative of each party:

Dropbox, Inc.:



Aditya Agarwal (Jul 19, 2016)
Signature


Aditya Agarwal

Name

VP Engineering

Title

Kandra Labs, Inc.:



Timothy Good Abbott (Jul 19, 2016)
Signature

Timothy Good Abbott

Name

CEO

Title

