

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kimbia, Inc.		01/18/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GiveGab, Inc.		
<b>Street Address:</b>	119 S Cayuga St Suite 403		
<b>City:</b>	Ithaca		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14850		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3491449	KIMBIA	
<b>Registration Number:</b>	4476279	GIVE LOCAL AMERICA!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	650-938-52		
<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>			
<b>Phone:</b>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Sally M. Abel		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>NAME OF SUBMITTER:</b>	Mark Jansen		
<b>SIGNATURE:</b>	/MJANSEN/		
<b>DATE SIGNED:</b>	01/30/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of January 18, 2018, by and between Pacific Western Bank, successor in interest by merger to Square 1 Bank ("Assignor"), and GiveGab, Inc., a Delaware corporation ("Assignee"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Kimbia, Inc., a Delaware corporation ("Debtor"), are parties to that certain Loan and Security Agreement dated April 28, 2016 (as amended, the "Loan Documents") pursuant to which Debtor granted to Assignor a security interest in, among other property of Debtor, the SUBJECT MATTER covered by this Assignment, under Article 9 of the Uniform Commercial Code as adopted in North Carolina (the "UCC").

WHEREAS, Debtor is in default under the Loan Documents, which entitles Assignor to sell Debtor's rights, title and interest in and to the Collateral in accordance with the provisions of the Loan Documents and Article 9 of the UCC.

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor sells and agreed to sell and assign, and Assignee has agreed to buy and acquire the Transferred Assets, in a disposition that is a private sale under Article 9 of the UCC, pursuant to which substantially all of the assets of the Debtor used in the conduct of its business including without limitation the Trademarks (as defined below) and all of the goodwill associated therewith, are transferred to Assignee.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to those trademarks, and in and to the registrations and applications therefor, if any and to the related goodwill (collectively the "Trademarks") that are part of the Transferred Assets, as set forth and identified in Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the Assigned Trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. **Further Assurances**. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. **Miscellaneous**. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

The internal law, without regard for conflicts of laws principles, of the State of North Carolina shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.


This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized representatives.

**ASSIGNOR:**

PACIFIC WESTERN BANK

By:   
Name: Ken Verbert  
Title: SVP - Technology Banking

**ASSIGNEE:**

GIVEGAB, INC.

By: \_\_\_\_\_  
Name: Charlie Mulligan  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized representatives.

**ASSIGNOR:**

PACIFIC WESTERN BANK

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

GIVEGAB, INC.

By: Charles Mulligan  
Name: Charlie Mulligan  
Title: Chief Executive Officer

**[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]**

**TRADEMARK  
REEL: 006260 FRAME: 0113**

**EXHIBIT A**

**ASSIGNED TRADEMARKS**

Registered Trademarks

**Canada**

Giving Power® – Registration Number: TMA824472

**United States**

KIMBIA® – Registration Number: 3491449

**GIVE LOCAL  
AMERICA!**

® – Registration Number: 4476279