

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472452

<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>
KASA LODGING PLATFORM, LLC		05/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KASA LIVING, LLC		
<b>Street Address:</b>	3637 21st Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94114		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87533715	KASA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2145947795		
<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>	6178756425		
<b>Email:</b>	rachel.saldana@saldana-ip.com		
<b>Correspondent Name:</b>	Rachel Saldana		
<b>Address Line 1:</b>	2829 University Club Dr		
<b>Address Line 4:</b>	Austin, TEXAS 78732-2020		
<b>NAME OF SUBMITTER:</b>	Rachel Saldana		
<b>SIGNATURE:</b>	/Rachel Saldana/		
<b>DATE SIGNED:</b>	05/03/2018		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY**  
**ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“Agreement”), is entered into this 2<sup>nd</sup> day of May, 2018 (the “Effective Date”), by and between Kasa Lodging Platform, LLC, a Delaware Limited Liability Company with a principal place of business at 2717 S. Lamar Blvd., Apartment No. 29, Austin, Texas 78404 (“Assignor”), and Kasa Living LLC, a Delaware Limited Liability Company with a principal place of business at 3637 21<sup>st</sup> Street, San Francisco, California 94114 (“Assignee”).

**RECITALS**

WHEREAS Assignor is the owner of certain intellectual property rights and desires to transfer ownership of said rights to Assignee; and

WHEREAS Assignee is desirous of obtaining said intellectual property rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee mutually agree as follows:

**TERMS OF AGREEMENT**

**1.0 The Intellectual Property Defined**

The intellectual property rights assigned herein are identified in **Exhibit A** and are hereby incorporated by reference (“the Marks”) and in **Exhibit B** and are hereby incorporated by reference (“the Domains”).

**2.0 Grant of Assignment**

**2.1** Assignor hereby transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interest of Assignor, and all subsidiary rights if any, in and to the Marks and the Domains.

**2.2** Assignor agrees that the right to maintain the Marks and the Domains are, or shall be by assignment through this Agreement, exclusively vested with Assignee.

**2.3** Assignor warrants:

- a.** that the Marks and the Domains do not infringe any valid intellectual property rights of any third party;

- b. that Assignor has the power to convey the intellectual property rights granted and assigned in this Agreement;

### **3.0 Rights Related to Future Use**

**3.1** Assignee will retain the exclusive and unfettered right to advertise and/or make reproductions of the Marks and the host websites via the Domains.

**3.2** Assignee retains the exclusive right to transfer, in part or in whole, and/or license the intellectual property rights granted to third parties.

**3.3** Assignee retains the exclusive right to either renew or abandon any of the Marks or the Domains transferred herein, and Assignee shall bear all costs associated with any such renewals.

**3.4** Assignee retains the exclusive right to enforce the intellectual property rights granted in this Agreement in any jurisdiction throughout the world.

### **4.0 Assumption of Risk and Indemnification**

**4.1** Assignee agrees to bear all costs associated with any litigation involving the Marks or the Domains, whether said litigation is initiated by Assignee or a third party.

**4.2** Assignee agrees to hold Assignor harmless and indemnify Assignor for any lawsuit involving the Marks or the Domains regardless of whether any alleged event or conduct predates the Effective Date of this Agreement.

### **5.0 Representation of Comprehension of Document**

**5.1** The terms of this Agreement have been read in full by Assignor and Assignor has been afforded the opportunity to seek explanation of any term.

**5.2** Assignor fully understands the terms of this agreement, and has voluntarily determined to execute the Agreement.

### **6.0 Warranty of Capacity to Legally Bind the Parties**

**6.1** The Assignor represents and warrants that he has the right and authority to execute this Agreement, that has not sold, assigned, transferred, or otherwise dispensed of any the claims, entitlements, rights, or assets referred to in this Agreement, and that no other entity has the legal right to interfere with or set aside any rights conveyed by this instrument.

**6.2** Assignor and Assignee agree that they have had the opportunity to consult with legal counsel regarding the terms of this Agreement and warrant they have agree to be bound by said terms.

### **7.0 Contract and Venue**

**7.1** This Agreement shall be construed and interpreted in accordance with federal law and the laws of the State California, whichever may have subject matter jurisdiction.

7.2 The designated venue for the resolution of any dispute arising out of this Agreement, whether by litigation or alternative dispute resolution shall be San Francisco, California.

**8.0 Entire Agreement and Successors in Interest**

8.1 This Agreement contains the entire agreement between the parties with regard to the matters set forth herein.

8.2 This Agreement is intended to be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

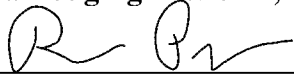
**9.0 No Waiver and Severability**

9.1 The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

9.2 In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and as though such invalid, unenforceable, or prohibited provisions were not included herein. Any invalid or unenforceable provision shall be replaced by a reasonable provision which is permissible under the governing law and which comes closest to the intent of the invalid or unenforceable provision.

IN WITNESS WHEREOF, the representative of the parties hereto, being authorized to sign on behalf of the entity for which they are signing and with full authority to legally bind such entity, have caused this Agreement to be executed on the Effective Date as set forth below. Faxed or electronically transferred copies of the signed counterparts of this Agreement for all purposes shall be deemed an original.

**Kasa Lodging Platform, LLC**

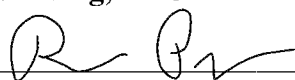
By: 

Name: Roman Pedan

Title: Member / Partner

Date: 5/2/2018

**Kasa Living, LLC**


By: 

Name: Roman Redan

Title: Member / Partner

Date: 5/2/2018

**EXHIBIT A**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>
KASA (word mark)	87/533,715	N/A
KASA (design mark) 	N/A	N/A

**EXHIBIT B**

<b>Domain Name</b>	<b>Registrar</b>
www.staywithkasa.com	Google, Inc.