

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PageBites, Inc.		06/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Baby Penguin LLC		
Street Address:	555 Bryant Street, #819		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4660317	IMO	
Registration Number:	3753301	IMO	
Registration Number:	4660318	IMO	
Registration Number:	4717000	IMO	
Registration Number:	4615942	IMO	
Registration Number:	4660319	IMO	
Serial Number:	87211722	IMO	
Registration Number:	5129274	IMO.IM	
Registration Number:	3932590	IMO.IM	
Registration Number:	5129275	IMO.IM	
Registration Number:	4717001	IMO.IM	
Registration Number:	4612157	IMO.IM	
Registration Number:	5129276	IMO.IM	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	(650) 988-8500		
Email:	trademarks@fenwick.com, jdueck@fenwick.com		

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Correspondent Name: Linda G. Henry Esq., Fenwick & West LLP
Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center
Address Line 4: Mountain View, CALIFORNIA 94041-1990

ATTORNEY DOCKET NUMBER: 35120-00070-1409

NAME OF SUBMITTER: Linda G. Henry

SIGNATURE: /lgh/

DATE SIGNED: 07/20/2018

Total Attachments: 4

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[REDACTED] AGREEMENT (Redacted)

This [REDACTED] Agreement (this "*Agreement*") is made and entered into as of June 15, 2018 by and between PageBites, Inc., a Delaware corporation (the "*Company*") and Baby Penguin LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("*SpinCo*").

RECITALS

A. The Company, Singularity IM, Inc., a Delaware corporation ("*Parent*"), SpinCo, Indigo Sub], Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("*Merger Sub*") and Fortis Advisors LLC, a Delaware limited liability company, solely in its capacity as the initial Holder Representative thereunder, have entered into that certain Agreement and Plan of Merger dated as of June 15, 2018 (the "*Merger Agreement*") pursuant to which Merger Sub will be merged with and into the Company, with the Company as the surviving corporation (the "*Merger*"). All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Merger Agreement.

B. The Company, SpinCo and Parent have entered into that certain Separation Agreement dated June 15, 2018 (the "*Separation Agreement*"), pursuant to which, immediately prior to the Closing, (i) the Company will transfer to SpinCo certain assets, and assume certain liabilities, of the Company, in each case related to the Company's consumer communication business serving the United States market (the "*Excluded Business*") and (ii) distribute to the stockholders of the Company (other than stockholders that waive their right to such distribution), by means of an exchange for capital stock of the Company, of all of the units of SpinCo.

C. The Separation Agreement provides that the transfer by the Company to SpinCo of certain assets and assumption of certain liabilities of the Company related to the Excluded Business will be effected pursuant to this Agreement, and the Company and SpinCo are entering into this Agreement in order to effect such transfer and assumption.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants hereinafter set forth, the parties to this Agreement hereby agree as follows:

1. Contribution and Transfer of Assets; Excluded Liabilities; License to Retained Technology; Company Apps.

1.1 Contribution and Transfer of Assets. Effective as of immediately prior to the time and date of the "*Record Date*" (as such term is defined in the Separation Agreement) (hereinafter, the "*Record Date*"), the Company agrees to, and hereby does, contribute, assign, transfer, convey and deliver to SpinCo, all of the Company's right, title and interest in, to or under all of the following assets and properties (collectively, the "*Assigned Assets*"):

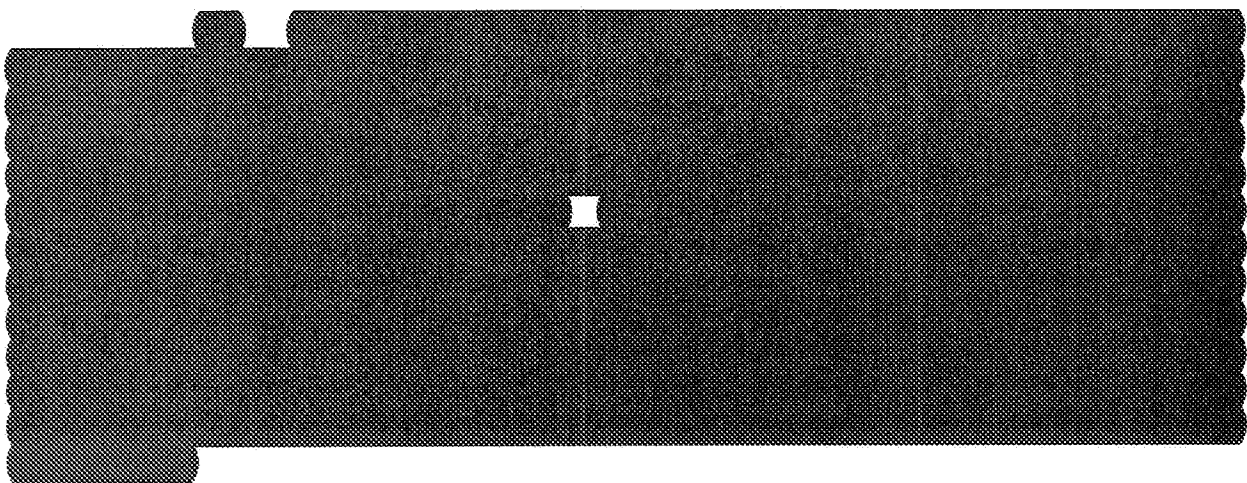
(a) the tangible personal property assets of the Company that are identified on Schedule 1.1(a) attached hereto;

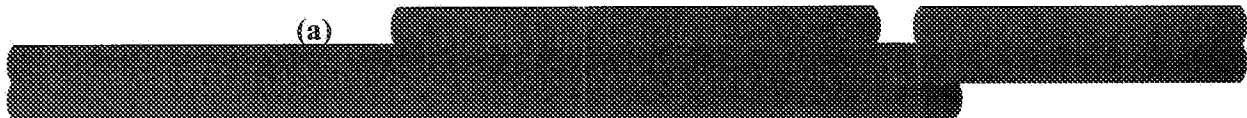
(b) the contracts and agreements that are identified on Schedule 1.1(b) attached hereto (the "*Assigned Contracts*");

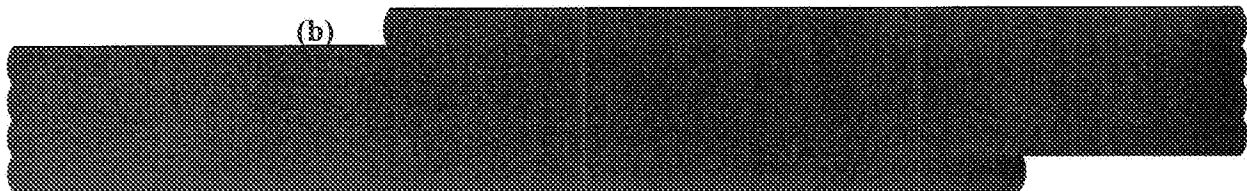
(c) the trademarks and trademark registrations and domain names and domain name registrations that are identified on Schedule 1.1(c) attached hereto, and all applications therefor, trade names and rights in trade dress and packaging associated therewith (collectively, the "*Assigned Trademark Rights*");

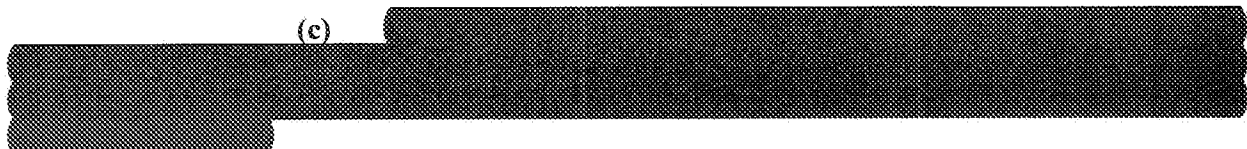
(d) the intangible assets, technologies, properties and rights of the Company that are associated with the Excluded Business that are described on Schedule 1.1(d) attached hereto, including all patent rights associated therewith, copyrights, copyright registrations and applications therefor, trade secrets, know-how and other intellectual property rights recognized by the law of any applicable jurisdiction (collectively, "*Intellectual Property Rights*") therein and thereto, all rights to enforce such Intellectual Property Rights, and all causes of action and rights of recovery for past infringement of such Intellectual Property Rights; and

(e) the books and records of the Company that relate to the assets described in clauses (a) through (d).



(a) 

(b) 

(c) 

IN WITNESS WHEREOF, the parties hereto have executed this CONTRIBUTION AGREEMENT as of the date first set forth above.

PAGEBITES, INC.

By: Ralph Harik
Ralph Harik, Chief Executive Officer

BABY PENGUIN LLC

By: Ralph Harik
Ralph Harik, Manager

Schedule 1.1(c)

Assigned Trademark Rights

- United States trademarks and trademark applications

