

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502823

<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>
TEENSAFE, INC.		12/03/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AUTOMATIC LABS INC.		
<b>Street Address:</b>	1290 AVENUE OF THE AMERICAS, 11TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<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>	4455485	TEENSAFE	
<b>Registration Number:</b>	4562975	TEENSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483583351		
<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>	2483584400		
<b>Email:</b>	trademarks@brookskushman.com		
<b>Correspondent Name:</b>	ERICA D. KLEIN		
<b>Address Line 1:</b>	1000 Town Center, 22nd Floor		
<b>Address Line 2:</b>	BROOKS KUSHMAN P.C.		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075		
<b>ATTORNEY DOCKET NUMBER:</b>	SIR0196TUS		
<b>NAME OF SUBMITTER:</b>	ERICA D. KLEIN		
<b>SIGNATURE:</b>	/erica d klein/		
<b>DATE SIGNED:</b>	12/20/2018		
<b>Total Attachments: 4</b>			
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**EXECUTION VERSION**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of December 3, 2018, is made by and between

TeenSafe, Inc. (hereinafter "Assignor"), a Delaware corporation with its principal place of business located at 400 Exchange, Suite 250, Irvine, CA 92602; and

Automatic Labs Inc. (hereinafter "Assignee"), a Delaware corporation having a place of business at 1290 Avenue of the Americas, 11<sup>th</sup> Floor, New York, NY 10104.

WITNESSETH:

WHEREAS, this Assignment is entered into by Assignor and Assignee in connection with that Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and between Assignor and Assignee;

WHEREAS, Assignor has adopted, is using, and is the owner of the trade name, trademark, and service mark registrations, and applications with respect to the foregoing listed in the attached Exhibit A (hereinafter the "Trademarks"); and

WHEREAS, Assignee, desires to acquire any and all common law rights in the Trademarks and associated goodwill that Assignor may own or have owned, as well as the trademark registrations referenced above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer to Assignee all of the worldwide interest that Assignor may own or have owned in the Trademarks and registrations, together with the goodwill of the business symbolized by the Trademarks and registrations thereof, in all countries throughout the world, together with all right, title and interest of Assignor in and to all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds or other remedies relating to those infringements. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights, obligations, representations, warranties or agreements of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

*[Remainder of page left intentionally blank; signature pages follow]*

SIGNED for and on behalf of ASSIGNOR

By Ralph Acosta on Dec 3, 2018  
(Signature) (Date)

Ralph Acosta, CEO  
(Print Name and Title)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

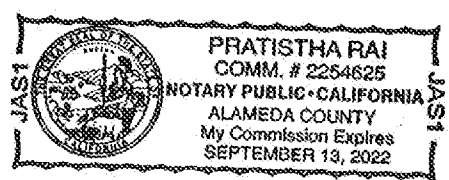
State of California ) SS:  
County of Alameda )

On this 3 day of December, 2018 before me, Pratistha Rai, Notary Public personally appeared Ralph M. Acosta, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public) Pratistha Rai



SIGNED for and on behalf of ASSIGNEE

By *Patrick Donnelly* on 12/3/18  
(Signature) (Date)

Patrick Donnelly, EVP, General Counsel & Secretary  
(Print Name and Title)

State of New York ) SS:

County of New York )

On this 3 day of December, 2018 before me,

Denise M. Flemm, personally  
appeared Patrick Donnelly, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Denise M. Flemm*  
(Notary Public)

EXHIBIT A  
TRADEMARKS

Mark	Registration/Application No.	Registration/Application Date	Jurisdiction	Registered Owner
TEENSAFE	4,455,485	December 24, 2013	United States	TeenSafe, Inc.
TEENSAFE	4,562,975	July 8, 2014	United States	TeenSafe, Inc.