

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Coca-Cola Company		10/02/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wonolo Inc.		
Street Address:	535 Mission Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4565499	WONOLO	
Registration Number:	4569868	W	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527709		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	37359.6000		
NAME OF SUBMITTER:	Kristin S. Cornuelle		
SIGNATURE:	/Kristin S. Cornuelle/		
DATE SIGNED:	01/14/2019		
Total Attachments: 2			
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IP ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed and delivered as of this Second day of October, 2014 ("Effective Date"), by and between The Coca-Cola Company, a Delaware corporation ("Assignor"), and Wonolo Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns U.S. Trademark Registration Nos. 4,565,499 and 4,569,868 for **WONOLO** and **W (and Design)** respectively, each used in connection with "employment agency services, namely, filling the temporary and permanent staffing needs of businesses" in International Class 35 and registered on July 8, 2014 and July 15, 2014, respectively, the www.wonolo.com, www.wonolo.net, www.wonolo.info, www.wonolo.org and www.wonolo.mobi domains as well as all applications and trade dress associated therewith (together, the "IP"); and

WHEREAS, Assignor desires to assign the IP to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

AGREEMENT:

1. Transfer of IP: Purchase Price. Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, its successors and assigns forever, all right, title and interest of Assignor in and to the IP, together with the goodwill of the business symbolized by the IP, as well as all rights to damages, profits, due or accrued, of our past and future infringement of the IP and the right to sue and recover for the same, and Assignee hereby accepts such contribution, conveyance, assignment, transfer and delivery. Upon execution of this Agreement, Assignee will bear all financial responsibility for the IP, including but not limited to perfection of assignment costs as well as prosecution and enforcement costs.

2. Assignor Representations and Warranties. Assignor hereby represents and warrants to Assignee that: (a) Assignor owns all right, title and interest in and to the IP; (b) Assignor has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, and grant all of the rights granted by it under this Agreement; and (c) the execution and delivery of this Agreement by Assignor have been duly authorized.

3. Further Assurances. Each party further covenants and agrees that it will at any time and from time to time after the execution of this Agreement, and upon request of the other party, reasonably execute, acknowledge, deliver, perform, or cause to be executed, delivered or performed, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to confirm or better vest title or possession of the IP in Assignee.

4. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Governing Law / Forum. This Agreement shall be construed in accordance with the laws of the State of Georgia without reference to choice of law principles. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the city of Atlanta and county of Fulton, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

6. Counterparts. This instrument may be executed in counterparts, all of which shall be considered the same instrument and any one of which may be introduced into evidence. The parties hereto agree that they can rely on facsimile and/or scanned signatures with the same effect as if they were original signatures.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this Agreement as of the Effective Date, and acknowledges that such party has read, understands and agrees to the terms and conditions of this Agreement.

"ASSIGNOR"

THE COCA-COLA COMPANY

By: _____

Printed: James Q. Murphy

Title: Asst. Director of M&A

"ASSIGNEE"

WONOLO Inc.

By: _____

Printed: AJ. Buster

Title: CEO