

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514403

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900486102

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jian Zhao		03/12/2019	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Vibe Inc.
Street Address:	10400 NE 4th St
Internal Address:	Suite 500
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87769467	VIBE

CORRESPONDENCE DATA

Fax Number: 2069711650

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.

Phone: 2065880463

Email: m.kakar@ccl.law

Correspondent Name: Choi Capital Law PLLC c/o Mudit Kakar

Address Line 1: 2101 Fourth Avenue

Address Line 2: Suite 1570

Address Line 4: Seattle, WASHINGTON 98121

NAME OF SUBMITTER:	Mudit Kakar
SIGNATURE:	/mudit kakar/
DATE SIGNED:	03/14/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of [03/12/2019], is made by JIAN ZHAO ("Assignor"), an individual located at 14005 NE 77th St in favor of VIBE INC. ("Assignee"), a Delaware State Corporation, with a place of business at 10400 NE 4th St, Suite 500, Bellevue, WA 98004.

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

JIAN ZHAO

By: Jian Zhao

Name: Jian Zhao

Address for Notices:

14005 NE 77th St, Redmond, WA 98052

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

On the 12th day of March, 2019, before me personally appeared JIAN ZHAO, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Assignor, an individual, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.



Olga Tishinov
Notary Public
Printed Name: Olga Tishinov

My Commission Expires: [DATE] 04-06-2020

AGREED TO AND ACCEPTED:

VIBE INC

By: Jian Zhao

Name: Jian Zhao

Title: Co-Founder, Vice President

Address for Notices:

WeWork c/o Vibe Inc.

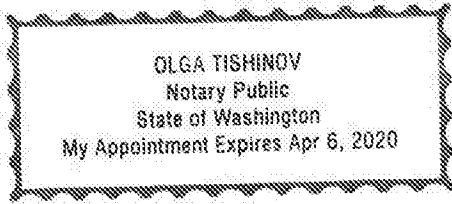
10400 NE 4th Street, Suite 500,

Bellevue, WA 98004

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

On the 12th day of March, 2019, before me personally appeared JIAN ZHAO, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized

capacity as the Co-Founder and Vice President of VIBE INC. and acknowledged the instrument to be his free act and deed and the free act and deed of VIBE INC. for the uses and purposes mentioned in the instrument.



Olga Tishinov
Notary Public
Printed Name: *Olga Tishinov*

My Commission Expires: [DATE]]

04-06-2020

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
VIBE	Federal		87769467	01/25/2018