

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYTOLLO, INC.		09/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AUTOMATIC LABS INC.		
Street Address:	128 KING STREET, 3RD FLOOR		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4908692	PAYTOLLO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2483584400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	ERICA D. KLEIN		
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR		
Address Line 2:	BROOKS KUSHMAN P.C.		
Address Line 4:	SOUTHFIELD, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	SIR208TUS		
NAME OF SUBMITTER:	Erica D. Klein		
SIGNATURE:	/erica d klein/		
DATE SIGNED:	04/18/2019		
Total Attachments: 1			
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CH \$40.00 4908692

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of September 12, 2018 (the "Effective Date"), is by and between PayTollo, Inc., a Delaware corporation located at 1459 18th Street #114, San Francisco, CA 94107 ("PayTollo"), and Automatic Labs Inc., a Delaware corporation located at 128 King Street, 3rd Floor, San Francisco, CA ("Automatic") (PayTollo and Automatic each a "Party" and collectively the "Parties").

WHEREAS, PayTollo is the owner of all rights, title and interest in and to the mark PAYTOLLO used on or in connection with electronic toll collection services, including all rights in and to all stylizations and logos thereof, U.S. Registration No. 4908692 therefor, and all goodwill associated with any of the foregoing (collectively, the "Mark"); and

WHEREAS, in connection with the acquisition of PayTollo by Automatic dated the Effective Date (the "Acquisition"), Automatic acquired all rights, title and interest in and to the Mark as of such date; and

WHEREAS, the Parties seek to memorialize and confirm the transfer of all rights, title and interest in and to the Mark from PayTollo to Automatic.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

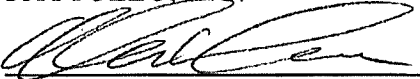
PayTollo hereby assigns, transfers and conveys, and confirms its assignment, transfer, and conveyance, to Automatic, all of PayTollo's rights, title and interest in and to the Mark, all causes of action for any and all past infringements or other violations of the rights being assigned, and the right to collect and retain any proceeds therefrom.

PayTollo hereby agrees to execute and deliver any documents, and to take any actions, reasonably requested by or on behalf of Automatic, its affiliates, successors or assigns, to effect, enforce, or otherwise reflect Automatic's rights as set forth herein.


Each Party acknowledges and agrees that this Assignment is intended to memorialize, and not to supplement or replace, any provisions of any transaction documents entered by the Parties in connection with the Acquisition. Any inconsistency between any term of this Assignment and any term agreed in writing by the Parties otherwise in connection with the Acquisition shall be resolved in favor of such Acquisition document.

IN WITNESS WHEREOF, PayTollo and Automatic have caused this Assignment to be executed effective as of the date first written above.

PAYTOLLO, INC.

By: 
Name: Abimezer Yohannes
Title: CEO
Date: 4/17/19

AUTOMATIC LABS INC.

By: 
Name: Aaron Muser
Title: VP + GM
Date: 4/17/19