

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546550

<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>
Pavel Pragin		10/22/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clearscale LLC		
<b>Street Address:</b>	71 Stevenson St., Suite 400		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4041832	CLEARSCALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597333		
<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>	415.836.2506		
<b>Email:</b>	TMDocket@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	Attn: Gina Durham, Esq		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>NAME OF SUBMITTER:</b>	Jordan Chisek, Esq. - DLA Piper LLP (US)		
<b>SIGNATURE:</b>	/Jordan Chisek/		
<b>DATE SIGNED:</b>	10/24/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective this 22nd day of October, 2019 (the “effective date”) by and between Pavel Pragin, an individual, having its principal place of business at 71 Stevenson St., Suite 400, San Francisco, California 94105 (“Assignor”) and ClearScale LLC, a California limited liability company, having an address at 71 Stevenson St., Suite 400, San Francisco, California 94105 (“Assignee”).

### RECITALS

WHEREAS, Assignor has adopted, is using, and has registered the CLEARSCALE trademark as set forth in attached Schedule A (the “Trademark”);

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the Trademark, together with all goodwill associated therewith; and

WHEREAS, Assignor had licensed the right to use the Assigned Marks to the Assignee and wishes to confirm by virtue of this Assignment Agreement that all worldwide rights, interests, and claims in, and title to all of the Trademarks, together with the common law rights and goodwill associated therewith, have also been assigned to Assignee.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor’s entire right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith.

Assignor authorizes and requests the United States Patent and Trademark Office and the Commissioner for Trademarks of the United States of America, and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Trademark, as assignee of all Assignor’s right, title, and interest in and to the Trademark.

Assignee may direct and, at Assignee’s cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees at it may designate. Assignor shall, at Assignee’s cost, take such steps and actions following the date hereof, including the execution of any documents, files, registration, or other similar items, to ensure that the Trademark is properly assigned to Assignee. In the event that Assignor fails to timely comply with any reasonable request of Assignee set forth in this paragraph, Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in Assignor’s favor from the respective date of first use of the Trademarks from the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, or by their respective officers thereunto duly authorized, all as of the day and year first above written.

**“ASSIGNOR”**

**“ASSIGNEE”**

BY DocuSigned by:  
*Pavel Pragin*  
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BY DocuSigned by:  
*Pavel Pragin*  
A0CE05E25AEB430...

**PRINTED NAME:** Pavel Pragin  
**TITLE:** INDIVIDUAL

**PRINTED NAME:** Pavel Pragin  
**TITLE:** CEO OF CLEARSCALE LLC

SCHEDULE A – U.S. TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
clearscale	US	4041832