

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEFR, Inc.		11/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vobile Inc.		
Street Address:	2880 LAKESIDE DRIVE		
Internal Address:	SUITE 360		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4626511	CHANNELID	
Registration Number:	4626512	RIGHTSID	
Registration Number:	5005352	VIDEOID	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	jbraibanti@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Jill Braibanti		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22616-001		
NAME OF SUBMITTER:	Jill C. Braibanti		
SIGNATURE:	/Jill C. Braibanti/		
DATE SIGNED:	11/19/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”), is made and entered into on November 15, 2019, between ZEFR, Inc., a Delaware corporation (“**Assignor**”) and Vobile Inc., a California corporation (“**Assignee**”). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in that certain Asset Purchase Agreement, dated as of July 18, 2019, by and among Assignor, Vobile Group Limited, a company formed under the laws of the Cayman Islands (“**Buyer**”) and, for the purpose of Section 6.04, Section 6.10 and Article 10 thereof, Zach James and Richard Raddon, as Founders (the “**Purchase Agreement**”).

RECITALS

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor desires to sell, convey, assign and transfer to Assignee, and Assignee desires to accept such sale, conveyance, assignment and transfer from Assignor, all of Assignor’s right, title and interest in, to and under all of the trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “**Trademarks**”).

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Pursuant to and in accordance with the terms and conditions of this Assignment Agreement and the Asset Purchase Agreement, effective as of the date hereof, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, including without limitation: (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. This Assignment Agreement is governed by and construed in accordance with the Laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of conflicts of laws principles.

3. Each of the parties irrevocably agrees that any legal Action or proceeding arising out of or relating to this Assignment Agreement or the transactions contemplated hereby brought by any party or its successors or assigns against the other party to this Assignment Agreement shall be brought and determined in any state or federal court located in the County of San Francisco, California, and each of the parties hereby

irrevocably submits to the non-exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action or proceeding arising out of or relating to this Assignment Agreement and the transactions contemplated hereby. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action or proceeding arising out of or relating to this Assignment Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the state of federal courts in the County of San Francisco, California, as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, Action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, Action or proceeding is improper or (iii) this Assignment Agreement, or the subject matter hereof, may not be enforced in or by such courts.

4. This Assignment Agreement may be executed in one or more counterparts and/or via .PDF or facsimile, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

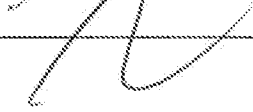
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

ZEFR, INC.

By: _____
Name: _____
Title: _____



ASSIGNEE:

VOBILE, INC.

By: 
Name: Yangbin Wang
Title: Chief Executive Officer

Schedule 1

Trademarks

Mark	Jurisdiction	Registration No.	Registration Date
CHANNELID	US	4626511	2/6/2014
RIGHTSID	US	4626512	2/6/2014
VIDEOID	US	5005352	11/11/2015

[Schedule 1 to Trademark Assignment Agreement]