

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wearable Inc.		05/25/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Western Digital Technologies, Inc.		
Street Address:	5601 Great Oaks Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3883685	AIRSTASH	
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:	tmdocket@wdc.com		
Correspondent Name:	Sui Q. Duong		
Address Line 1:	5601 Great Oaks Parkway		
Address Line 4:	San Jose, CALIFORNIA 95119		
ATTORNEY DOCKET NUMBER:	WTM00155US		
NAME OF SUBMITTER:	Sui Q. Duong		
SIGNATURE:	/Sui Q. Duong/		
DATE SIGNED:	03/10/2020		
Total Attachments: 5			
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CH \$40.00 3883685

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of May 25, 2018 ("Effective Date"), is made and entered into by and between is made and entered into by and between Wearable Inc., an Illinois corporation (the "Assignor"), and Western Digital Technologies, Inc., a Delaware corporation (the "Assignee"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement.

A. Assignor and Assignee entered into that certain Asset Purchase Agreement, dated May 25, 2018 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, among other things, the Trademarks owned by Assignor, including the Trademarks set forth on Exhibit A hereto (the "Trademarks");

B. Assignor is the owner of each Trademark; and

C. Assignor uses, or holds for use, the Trademarks to necessarily conduct business, and desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks together with all goodwill associated with and symbolized by such Trademarks; and

D. Assignee has agreed to purchase and desires to acquire, among other things, the Trademarks together with all goodwill associated with and symbolized by such Trademarks.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee ("Parties") hereby agree as follows:

1. Assignment. Upon Effective Date, Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, the entire business symbolized and associated with such Trademarks, all goodwill of the business symbolized and associated with such Trademarks, all rights provided by international conventions and treaties conferred by such Trademarks and goodwill, all renewal rights, all rights to profits due or accrued, and all rights to sue and recover damages for past, present, and future infringement, dilution, misappropriation, unlawful imitation, or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform all additional acts that may be necessary or desirable to assist Assignee, its successors, assigns, or legal representatives, in the implementation, recordation, or perfection of this Assignment and Assignee's interest in and to the Trademarks. (b) If Assignee is unable to secure for any reason Assignor's signature to any document it is entitled to under Section 2(a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents, and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on behalf and instead of Assignor, to execute and file all such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests all officials of any applicable governmental authority, including but not limited to the Office of the Commissioner for Trademarks in the United States, to issue to Assignee in Assignee's name any and all registrations and renewal of registrations from all applications and/or registrations identified in Exhibit A.

4. Governing Law. This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of California, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

Each party has caused this Assignment to be executed by its duly authorized representative.

WESTERN DIGITAL TECHNOLOGIES, INC.

By: DocuSigned by:
Scott D Vouri
DFFC9B61F1B0406
Name: Scott D Vouri
Title: vp, Strategy & Business Development

WEARABLE INC.

By: _____
Name:
Title:

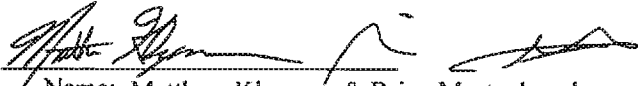
[Signature page to Assignment of Trademarks]

Each party has caused this Assignment to be executed by its duly authorized representative.

WESTERN DIGITAL TECHNOLOGIES, INC.

By: _____
Name:
Title:

WEARABLE INC.

By: 
Name: Matthew Klapman & Brian Mastenbrook
Title: President, CEO, & CTO

[Signature page to Assignment of Trademarks]

EXHIBIT A

This Exhibit identifies the trademarks, whether registered, unregistered, pending, or established through common laws, subject to this Assignment.

<u>Trademark</u>						
<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>		
Wearable Inc.	USA	AIRSTASH	3883685	11/30/20		
Wearable Inc.	EU	AIRSTASH	1103408	11/29/21		
Wearable Inc.	Japan	AIRSTASH	1103408	11/29/21		
Wearable Inc.	China	AIRSTASH	G1103408	11/29/21		
Wearable Inc.	Australia	AIRSTASH	1103408	11/29/21		
Wearable Inc.	Russia	AIRSTASH	1103408	11/29/21		
Wearable Inc.	WIPO	AIRSTASH	1103408	11/29/21		

-End of Exhibit-