

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verve Wireless (ABC), LLC		01/22/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Verve Group, Inc.		
Street Address:	350 Marine Park Way		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5999402	VERVE	
Registration Number:	5999403	VERVE	
Registration Number:	5999404	VERVE	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	858-720-8900		
Email:	docketing@sheppardmullin.com		
Correspondent Name:	Trevor J. Quist		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 2:	Sheppard Mullin Richter & Hampton LLP		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	59WP-308103		
NAME OF SUBMITTER:	Trevor J. Quist		
SIGNATURE:	/Trevor J. Quist/		
DATE SIGNED:	03/11/2020		
Total Attachments: 7			

CH \$90.00 5999402

source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page1.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page2.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page3.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page4.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page5.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page6.tif
source=05 - IP Assignment - Verve Wireless (ABC), LLC to Verve Group, Inc#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**IP Assignment**”) is made effective as of January 22, 2020 (the “**Effective Date**”), by and between Verve Wireless (ABC), LLC, a California limited liability company (“**Assignor**”), as assignee for the benefit of creditors of Verve Wireless, Inc., and Verve Group, Inc., a Delaware corporation (together with its successors and assigns, “**Assignee**”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 22, 2020 (the “**Purchase Agreement**”), by and among Assignor, Assignee and certain other affiliate parties thereto, Assignor has agreed to sell to Assignee the entire right, title and interest in and to the Assignor Intellectual Property (as defined in the Purchase Agreement), including, but not limited to, the intellectual property assets referenced on Schedule A attached hereto (the “**Intellectual Property Assets**”);

WHEREAS, the parties desire to memorialize the assignment of such Intellectual Property Assets in a recordable instrument in the form of this IP Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Assignor and Assignee agree as follows:

AGREEMENT

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest in and to the Assignor Intellectual Property, including the Intellectual Property Assets referenced in Schedule A, and any and all past, present, and future filings, applications, continuations, divisions, renewals, and extensions thereof or associated therewith, and any and all registrations of the foregoing throughout the world, and any and all past, present and future common law rights associated with or arising in connection with any of the foregoing throughout the world, together with all of the goodwill of any business and the operations of any business symbolized by or associated therewith, and trade secret and know-how rights associated therewith, for Assignee’s full use and enjoyment, including the right to sue for and collect past, present, and future damages, income, royalties, and payments now or hereafter due and/or payable with respect to any of the Assignor Intellectual Property, including but not limited to the collection of damages and payments in connection with any past, present and future infringement or other violation of the Assignor Intellectual Property, and Assignee does hereby accept such assignments, transfers and conveyances as of the Effective Date.

3. Recordation. Assignor hereby authorizes Assignee to request the applicable governmental offices to record Assignee as the assignee and owner of the Intellectual Property Assets and hereby consent to such recordal.

4. Further Assurance. Assignor will, without further consideration, comply with any reasonable request by Assignee, at Assignee's expense, to undertake any acts or execute and deliver promptly any additional documents and other instruments as may be reasonably necessary or desirable in order to render effective the consummation of the transactions contemplated by this IP Assignment and the recordal of Assignee as the assignee and owner of the Intellectual Property Assets.

5. Successors and Assigns. Except as otherwise provided in this IP Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors and assigns.

6. Governing Law. This IP Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

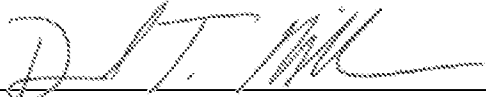
7. Counterparts; Electronic Exchange. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed or caused this IP Assignment to be effective as of the date first written above.

ASSIGNOR:

VERVE WIRELESS (ABC), LLC

By: 
Name: David Miller
Title: Manager

ASSIGNEE:

VERVE GROUP, INC.

By: _____
Name: Remco Westermann
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed or caused this IP Assignment to be effective as of the date first written above.

ASSIGNOR:

VERVE WIRELESS (ABC), LLC


By: _____

Name: _____

Title: _____

ASSIGNEE:

VERVE GROUP, INC.

By:  _____

Name: Remco Westermann

Title: Chief Executive Officer

Schedule A

Intellectual Property Assets

Patents

Country	Title/Mark	Application No.	Reg. No
United States of America	SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING AND CONTENT DELIVERY TO MOBILE DEVICES	60/946,677	
United States of America	SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING AND CONTENT DELIVERY TO MOBILE DEVICES	12/163,780	8,510,773
United States of America	SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING AND CONTENT DELIVERY TO MOBILE DEVICES	13/956,169	8,863,178
United States of America	SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING AND CONTENT DELIVERY TO MOBILE DEVICES	14/512,969	9,449,334
United States of America	SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING AND CONTENT DELIVERY TO MOBILE DEVICES	15/269,819	
United States of America	METHODS AND APPARATUS FOR IDENTIFICATION AND RANKING OF SYNTHETIC LOCATIONS FOR MOBILE ADVERTISING	61/936,144	
European Patent Office	METHODS AND APPARATUS FOR IDENTIFICATION AND RANKING OF SYNTHETIC LOCATIONS FOR MOBILE APPLICATIONS	15745924.9	
United States of America	METHODS AND APPARATUS FOR IDENTIFICATION AND RANKING OF SYNTHETIC LOCATIONS FOR MOBILE APPLICATIONS	14/615,129	10,523,704
Patent Cooperation Treaty	METHODS AND APPARATUS FOR IDENTIFICATION AND RANKING OF SYNTHETIC LOCATIONS FOR MOBILE APPLICATIONS	PCT/US2015/014580	
United States of America	METHODS AND APPARATUS FOR IDENTIFICATION AND RANKING OF SYNTHETIC LOCATIONS FOR MOBILE APPLICATIONS	16/730,549	
European Patent Office	SYSTEMS, METHODS, AND APPARATUS FOR REVERSE GEOCODING	16762629.0	3268857
United States of America	SYSTEMS, METHODS, AND APPARATUS FOR REVERSE GEOCODING	14/656,374	9,396,210
Patent Cooperation Treaty	SYSTEMS, METHODS, AND APPARATUS FOR REVERSE GEOCODING	PCT/US2016/022083	
United States of America	SYSTEMS, METHODS, AND APPARATUS FOR REVERSE GEOCODING	15/213,092	10,425,786
United States of America	SYSTEMS, METHODS, AND APPARATUS FOR REVERSE GEOCODING	16/579,485	

United States of America	BEACON SECURITY	15/031,862	10,078,125
United States of America	BEACON SECURITY	16/133,154	
United States of America	BEEACON SECURITY 1 (BEACON SECURITY)	61/895,458	10,078,125
United States of America	COMPARING SPATIAL-TEMPORAL TRAILS IN LOCATION ANALYTICS	12/241,227	8,224,766
United States of America	EVENT IDENTIFICATION IN SENSOR ANALYTICS	12/241,266	8,620,624
United States of America	SYSTEM AND METHOD OF PERFORMING LOCATION ANALYTICS	13/304,111	8,959,098
United States of America	SYSTEM AND METHOD OF PERFORMING LOCATION ANALYTICS	14/595,942	9,571,962
United States of America	USER DESCRIPTION BASED ON CONTEXTS OF LOCATION AND TIME	13/488,608	8,849,312
United States of America	USER DESCRIPTION BASED ON A CONTEXT OF TRAVEL	13/563,784	9,049,546
United States of America	USER DESCRIPTION BASED ON A CONTEXT OF TRAVEL	14/716,805	9,307,356
United States of America	USER DESCRIPTION BASED ON CONTEXTS OF LOCATION AND TIME	14/496,234	10,524,093
United States of America	USER DESCRIPTION BASED ON CONTEXTS OF LOCATION AND TIME	16/730,560	
United States of America	METHOD FOR ANALYZING AND RANKING VENUES	13/668,602	9,785,993
United States of America	VENUE PREDICTION BASED ON RANKING	13/751,738	9,047,316
United States of America	VENUE PREDICTION BASED ON RANKING	14/716,807	9,652,548
United States of America	METHOD FOR ANALYZING AND RANKING VENUES	15/724969	
United States of America	USER DESCRIPTION BASED ON LOCATION CONTEXT	61/622,131	
United States of America	VENUE DISCOVERY	61/655,073	
United States of America	N/A	16/119,821	
Patent Cooperation Treaty	COMPARING SPATIAL-TEMPORAL TRAILS IN LOCATION ANALYTICS	PCT/US09/58782	
Patent Cooperation Treaty	EVENT IDENTIFICATION IN SENSOR ANALYTICS	PCT/US09/58768	
Patent Cooperation Treaty	BEACON SECURITY	PCT/US2014/062157	

Trademarks

Country	App. No.	Reg. No.	Mark
United States of America	86929513	N/A	VERVE
United States of America	86929575	N/A	VERVE
United States of America	86929614	N/A	VERVE
UK	00003183688	00003183688	VERVE
EP	015795347	3268857	VERVE