

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566513

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Roximity, Inc. | | 01/22/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Roximity (ABC), LLC | | |
| Street Address: | 231 Market Place, Suite 373 | | |
| City: | San Ramon | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94583 | | |
| Entity Type: | Limited Liability Company: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4353230 | ROXIMITY | |
| 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: 4 | | | |
| source=41 - IP Assignment - Roximity, Inc. to Roximity (ABC), LLC#page1.tif | | | |
| source=41 - IP Assignment - Roximity, Inc. to Roximity (ABC), LLC#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

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

RECITALS

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to take assignment from Assignor, all of Assignor’s rights, 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**”); and

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 that certain Asset Purchase Agreement, to be dated as of January 22, 2020 (the “**Purchase Agreement**”), by and among Assignor, Assignee, Verve Group, Inc., a Delaware corporation, and certain other affiliate parties thereto.

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.

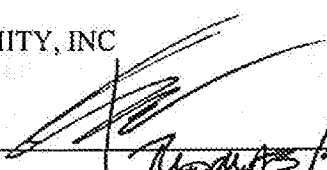
7. Counterparts: Electronic Exchange. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. 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.

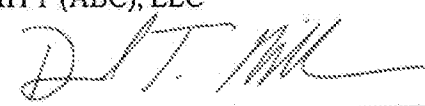
ASSIGNOR:

ROXIMITY, INC

By: 
Name: Thomas Kenney
Title: CEO

ASSIGNEE:

ROXIMITY (ABC), LLC

By: 
Name: David Miller
Title: Manager

[Signature Page To Intellectual Property Assignment]

Schedule A

Intellectual Property Assets

Trademarks

| Country | App. No. | Reg. No. | Mark |
|--------------------------|-----------------|-----------------|-------------|
| United States of America | 85743699 | 4353230 | ROXIMITY |
| WO/PH | 1158894 | 1158894 | ROXIMITY |