

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTIV (ABC), LLC		03/27/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Proxy, Inc.		
Street Address:	500 3rd Street		
Internal Address:	Suite 245		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5581157	MOTIV	
CORRESPONDENCE DATA			
Fax Number:	6506491718		
<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:	650-752-3245		
Email:	chepburn@goodwinlaw.com		
Correspondent Name:	Casey Hepburn/Goodwin Procter LLP		
Address Line 1:	601 Marshall Street		
Address Line 4:	Redwood City, CALIFORNIA 94063		
NAME OF SUBMITTER:	Casey Hepburn		
SIGNATURE:	/s/ Casey Hepburn		
DATE SIGNED:	04/13/2020		
Total Attachments: 4			
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OP \$40.00 5581157

EXHIBIT 6.2 (iii)

TO ASSET PURCHASE AGREEMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of March 27, 2020, by and between MOTIV (ABC), LLC, a California limited liability company ("Seller"), as Assignee for the Benefit of Creditors of Motiv Inc., a Delaware corporation, and Proxy, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of March 27, 2020, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Marks to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

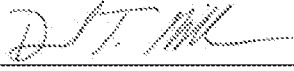
1. Seller hereby assigns, transfers and conveys to Buyer, and its lawful successors and assigns, all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Seller's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements, along with the right to sue for past infringements and collect same for Buyers' sole use and enjoyment. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue and record trademarks, on applications and title thereto, as described above, and to record the Marks and title thereto as the property of Buyer, its successors and assigns, in accordance with the terms of this Trademark Assignment Agreement.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER:

MOTIV (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Motiv Inc.

By: 

Name: David Miller

Title: Manager

BUYER:

PROXY, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

[Signature page to TM Assignment]

SELLER:

MOTIV (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Motiv Inc.

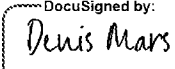
By: _____

Name: David Miller

Title: Manager

BUYER:

PROXY, INC., a Delaware corporation

By:  _____
331950031230435...

Name: Denis Mars

Title: President

[Signature page to TM Assignment]

Schedule A
To Trademark Assignment
Marks

<u>Country</u>	<u>Name</u>	<u>Registration Date</u>	<u>Registration No.</u>
United States	Motiv	October 9, 2018	5581157
Canada	Motiv	June 28, 2018	TMA999934
China	Motiv	January 14, 2018	21182553
European Union	Motiv	March 20, 2018	15621881
Japan	Motiv	June 16, 2017	5955831
Republic of Korea (South)	Motiv	October 11, 2017	4012919120000
Taiwan	Motiv	November 16, 2017	01882126