

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zagster, Inc.		05/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Zagster Acquisition Company, LLC		
Street Address:	84 Hamilton Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85487720	ZAGSTER	
Serial Number:	87639826	PACE	
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>			
Phone:	734-418-4288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	Honigman LLP		
Address Line 2:	29400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	269314-463368		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	05/22/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”), is entered into as of May 13, 2020 (the “**Effective Date**”) by and between ZAGSTER, INC., a Delaware corporation (“**Seller**”) and ZAGSTER ACQUISITION COMPANY, LLC, a Delaware limited liability company (“**Purchaser**”). This Trademark Assignment is made pursuant to that certain Asset Purchase Agreement by and among Seller, Purchaser and Superpedestrian, Inc. dated as of May 8, 2020 (the “**Purchase Agreement**”), pursuant to which Purchaser has agreed to purchase certain Purchased Assets (as defined in the Purchase Agreement) from Seller. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Seller is the owner of certain Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Seller desires to convey, grant, bargain, sell, transfer, assign and deliver to Purchaser, and Purchaser desires to acquire, all of Seller’s right, title and interest in and to the Trademarks included in the Purchased Assets, and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Seller hereby conveys, grants, bargains, sells, transfers, assigns and delivers to Purchaser, its successors, assigns, and other legal representatives, Seller’s right, title and interest throughout the world in and to the Trademarks included in the Purchased Assets, including without limitation, those assets listed on SCHEDULE A attached hereto and made a part hereof, and all goodwill associated therewith. Seller further assigns to Purchaser, its successors, assigns, and other legal representatives, Seller’s right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney’s fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill associated therewith.

Seller hereby authorizes and requests the Commissioner for Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Purchaser as owner of the Trademarks included in the Purchased Assets and to issue any and all Trademarks included in the Purchased Assets to Purchaser, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

Seller hereby confirms having agreed, and to the extent necessary, hereby agrees, to cooperate with Purchaser, its successors, assigns, and other legal representatives by (a) providing all lawful cooperation reasonably requested by Purchaser (i) to perfect Purchaser’s title in and to the Trademarks included in the Purchased Assets, (ii) to vest in Purchaser the entire right, title, and interest of such Trademarks such that the Trademarks included in the Purchased Assets will be held and enjoyed by Purchaser, its successors, assigns, and other legal representatives as fully

and entirely as if such Trademarks would have been held and enjoyed by Seller had the assignment to Purchaser not been made, and (iii) to carry out and fulfill the purposes and intent of this Trademark Assignment, and (b) providing testimony and producing evidence in connection with all proceedings or transactions involving the Trademarks included in the Purchased Assets, including lawsuits and administrative proceedings.

The assignments and rights pursuant hereto shall inure to the benefit of Purchaser and its successors, assigns, and other legal representatives and is binding upon Seller and its successors, assigns, and other legal representatives.

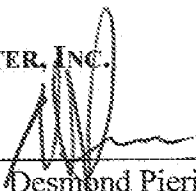
This Trademark Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the parties on the date first set forth above.

SELLER

ZAGSTER, INC.

By: 
Name: Desmond Pieri
Title: Chief Executive Officer

PURCHASER

ZAGSTER ACQUISITION COMPANY, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the parties on the date first set forth above.

SELLER

ZAGSTER, INC.

By: _____

Name:

Title:

PURCHASER

ZAGSTER ACQUISITION COMPANY, LLC

By: Assaf Biderman _____

Name: Assaf Biderman

Title: President

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

Trademark Registrations

Docket No.	Country	Reg./Serial No.	Trademark	Filing Date
	United States	<u>85487720</u>	Zagster	December 6, 2011
	United States	<u>87639826</u>	Pace	October 10, 2017

Internet Domain Names

DOMAIN NAME
zagster.com
<u>ridepace.com</u>