

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/22/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MakeSpace Labs, Inc.		02/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MakeSpace, LLC
Street Address:	123 William Street, Floor 22
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4642225	MAKESPACE
Registration Number:	5433687	MAKESPACE
Registration Number:	5433688	
Registration Number:	4601534	
Registration Number:	4732894	
Registration Number:	4601533	NEVER VISIT A STORAGE UNIT AGAIN
Registration Number:	4732893	NEVER VISIT A STORAGE UNIT AGAIN
Registration Number:	4732762	YOUR CLOSET IN THE CLOUD
Registration Number:	5375535	YOUR CLOSET IN THE CLOUD
Registration Number:	6024447	SELF-STORAGE IS STUPID

CORRESPONDENCE DATA

Fax Number: 3172317433

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.

Phone: 317-236-1313

Email: Brittany.Smith@btlaw.com

Correspondent Name: Brittany S. Smith/Barnes & Thornburg LLP

Address Line 1: 11 South Meridian Street

Address Line 4: Indianapolis, INDIANA 46204

TRADEMARK

ATTORNEY DOCKET NUMBER:	62549-100
NAME OF SUBMITTER:	Brittany S. Smith
SIGNATURE:	/bssmith/
DATE SIGNED:	06/11/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of February 22, 2019 (“Effective Date”), is by and between MakeSpace Labs, Inc., a Delaware corporation (“Assignor”) and Makespace, LLC, a Delaware limited liability company (“Assignee”), the purchaser of certain assets of Assignor pursuant to that certain Contribution Agreement by and between Assignor, Assignee, and Iron Mountain Consumer, LLC, a Delaware limited liability company of even date herewith (the “Contribution Agreement”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has agreed to transfer, convey and assign, among other assets, certain intellectual property of Assignor, and agreed to execute and deliver this Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and any foreign equivalent thereof.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby perpetually, irrevocably and unconditionally transfers, conveys and assigns to Assignee all of Assignor’s right, title and interest in and to the following (collectively, the “Assigned IP”), together with all goodwill associated with the use of or symbolized by the Assigned IP:

(a) the trademark domain name registrations, and social media accounts set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and any other governmental officials or recording bodies to record and register this Agreement upon request by Assignee. At Assignee’s

expense, Assignor shall take such steps and actions that is necessary to evidence, record and perfect the assignments hereunder, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.


3. General Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of Delaware, without regard to conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on such party's behalf as of the date above first written.

ASSIGNEE:

MAKESPACE, LLC

By:  _____


Name: Rahul Gandhi

Title: CEO

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on such party's behalf as of the date above first written.

ASSIGNOR:

MAKESPACE LABS, INC.

By:  _____

Name: Rahul Gandhi

Title: CEO

SCHEDULE 1

ASSIGNED IP

Trademarks



- (EU Trademark Registration Number 13693064)

SELF-STORAGE IS STUPID - (US Trademark Application Number 87-189267)

NEVER VISIT A STORAGE UNIT AGAIN - (US Trademark Registration Number 4601533)



- (US Trademark Registration Number 4601534)

MAKESPACE - (US Trademark Registration Number 4642225)

YOUR CLOSET IN THE CLOUD - (US Trademark Registration Number 4732762)

NEVER VISIT A STORAGE UNIT AGAIN - (US Trademark Registration Number 4732893)



- (US Trademark Registration Number 4732894)

YOUR CLOSET IN THE CLOUD - (US Trademark Registration Number 5375535)

MAKESPACE - (US Trademark Registration Number 5433687)



- (US Trademark Registration Number 5433688)

Domain Names

- www.makespace.com
- www.canyouevenlift.com
- www.makespace.co
- www.makespace.nyc
- www.makespacestorage.com
- www.mksp.co
- www.mksp.io
- www.selfstorageisstupid.com

Social Media Accounts

<https://twitter.com/MakeSpace>

<https://www.instagram.com/makespace/>
<https://www.facebook.com/MakeSpaceCom/>
<https://www.pinterest.com/GetMakeSpace/>