

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581030

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Layer, Inc. | | 03/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Engagio, Inc. | | |
| Street Address: | 181 2nd Ave. Ste. 200 | | |
| City: | San Mateo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94401 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4586244 | LAYER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123553333 | | |
| <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: | 2128138800 | | |
| Email: | tadmin@goodwinlaw.com, sallirampersad@goodwinlaw.com | | |
| Correspondent Name: | Goodwin Procter LLP | | |
| Address Line 1: | 620 Eighth Avenue | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | 132476-305888 | | |
| NAME OF SUBMITTER: | Shaleena Alli-Rampersad, Paralegal | | |
| SIGNATURE: | /Shaleena Alli-Rampersad/ | | |
| DATE SIGNED: | 06/12/2020 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 4586244

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment") is made effective on March 19, 2019, by and between **Layer, Inc.**, a Delaware corporation ("Assignor") and **Engagio, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (including the invention(s) described and/or claimed therein) (the "Patent Rights") and trademark and trademark applications ("Trademark Rights") set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Registered Intellectual Property"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain assets of Assignor, including the Registered Intellectual Property;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.


Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Trademark Rights (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark Rights, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, trademarks, applications and title thereto, to record the Registered Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Registered Intellectual Property or patents as shall be granted upon the Registered Intellectual Property, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: LAYER, INC.
Name: Ron Palmeri
Signature: 
Title: Chief Executive Officer

ASSIGNEE: _____
Name: _____
Signature: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: _____
Name: _____
Signature: _____
Title: _____

ASSIGNEE: ENGAGIO, INC.
Name: Jon Miller
Signature: 
Title: CEO

Exhibit A

Trademarks:

| Mark | Number | Owner | Jurisdiction |
|-------------|---------------|--------------|---------------------|
| LAYER | 4586244 | Layer, Inc. | USA |
| LAYER | 1591827 | Layer, Inc. | Australia |
| LAYER | T1318878D | Layer, Inc. | Singapore |
| | | | |

Patents:

| Name | Number | Owner | Jurisdiction |
|---|---------------|--------------|---------------------|
| Federated Authentication Of Client Computers In Networked Data Communications Services Callable By Applications | 9,426,140 | Layer, Inc. | USA |
| Message Synchronization in Networked Data Communications Services Callable by Applications | 15/243,818 | Layer, Inc. | USA |
| Customer Conversation Platform | 62/625,876 | Layer, Inc. | USA |
| System and Method for Delivering Inline Interactive Objects Encapsulated in a Message | 15/069,756 | Layer, Inc. | USA |