

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engagio, Inc.		06/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Name Arena LLC		
Street Address:	13608 Mandarin Circle		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34109		
Entity Type:	Limited Liability Company: FLORIDA		
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: 3			
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OP \$40.00 4586244

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 11th day of June, 2020, by and between Engagio, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 181 2nd Ave. Ste. 200, San Mateo, CA 94401 ("Assignor") and Name Arena LLC, a limited liability company organized and existing under the laws of Florida, and having a usual place of business at 13608 Mandarin Circle, Naples, FL ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of February 25, 2020 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are 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 Marks (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 Marks, 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 official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

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.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized representative as of the date first written above.

ASSIGNOR: Engagio, Inc.
Signature: 
Name: Jonathan Miller
Title: Chief Executive Officer

Signature page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
LAYER	U.S.		4,586,244
LAYER	Australia		1,591,827
LAYER	Singapore		T1318878D