

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kandela, LLC		03/22/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Porch.com, Inc.		
Also Known As:	Porch.com		
Street Address:	2200 First Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88116538	KANDELA	
Registration Number:	4387286	KANDELA	
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:	310-310-7989		
Email:	jeff@finniplaw.com		
Correspondent Name:	Jeffrey Finn		
Address Line 1:	11400 W. Olympic Boulevard		
Address Line 2:	9th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Jeffrey Finn		
SIGNATURE:	/jeffrey finn/		
DATE SIGNED:	09/14/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 22, 2019, is made by Kandela, LLC, a California limited liability company (“**Seller**”), in favor of Porch.com, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of March 22, 2019 between Buyer and Seller (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further

statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

KANDELA, LLC

By: 

Name: Eli Gordon

Title: President

Address for Notices:

Kandela, LLC

c/o Dorfman & Company, LLP

6420 Wilshire Blvd., Suite 800

Los Angeles, CA 90048

Attn: President

E-Mail: eligordon1@gmail.com

AGREED TO AND ACCEPTED:

PORCH.COM, INC.

By: _____

Name: Matthew Ehrlichman

Title: CEO

Address for Notices:

Porch.com, Inc.

2200 First Avenue South

Seattle, WA 98134

Attn: Chief Executive Officer

E-Mail: legal@porch.com

[Intellectual Property Assignment Agreement Signature Page]

TRADEMARK
REEL: 007051 FRAME: 0052

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

KANDELA, LLC

By: _____
Name: Eli Gordon
Title: President
Address for Notices:
Kandela, LLC
c/o Dorfman & Company, LLP
6420 Wilshire Blvd., Suite 800
Los Angeles, CA 90048
Attn: President
E-Mail: eligordon1@gmail.com

AGREED TO AND ACCEPTED:

PORCH.COM, INC.
By: 
Name: Matthew Ehrlichman
Title: CEO
Address for Notices:
Porch.com, Inc.
2200 First Avenue South
Seattle, WA 98134
Attn: Chief Executive Officer
E-Mail: legal@porch.com

[Intellectual Property Assignment Agreement Signature Page]

TRADEMARK
REEL: 007051 FRAME: 0053

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
KANDELA	Federal	4,387,286	8/20/2013

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
KANDELA	Federal	Published for Opposition	88/116,538	2/5/19