

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SilverCloud, Inc.		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SilverCloud, LLC		
Street Address:	33 Jewell Court		
City:	Portsmouth		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5987725	SILVERCLOUD	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518691		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	126165-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/Jennifer Kagan/		
DATE SIGNED:	10/14/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”), dated as of October 9, 2020, is entered into by and between SilverCloud, Inc., a Delaware corporation (“**Transferor**”), and SilverCloud, LLC, a Delaware limited liability company (“**Transferee**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Contribution Agreement, dated as of October 9, 2020, by and among Transferor, Transferee, and SilverCloud Holding Company, LLC, a Delaware limited liability company (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, in accordance with Section 2.02(a)(i) of the Contribution Agreement, the parties to this Agreement wish to evidence and effect such contribution, conveyance, assignment, transfer and delivery as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows:

1. Assignment. Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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 Contribution Agreement, the transfer of Transferor’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 Transferor 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. Transferor 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 Trademark Assignment upon request by Transferee. Following the date hereof, as reasonably requested by Transferee and at Transferee’s sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to

Transferee 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 Trademarks to Transferee, or any assignee or successor thereto.

3. General.

(a) **Contribution Agreement.** This Agreement is made subject to the covenants, terms, conditions, limitations and other provisions of the Contribution Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing herein is intended to or will be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties to the Contribution Agreement, and in the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall supersede and control.

(b) **Modifications and Amendments; Waiver.** This Agreement shall not be amended, modified, varied or supplemented except in writing signed by a duly authorized representative of each of the parties hereto. No waiver of any right under this Agreement shall be deemed effective unless contained in a written document signed by the party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

(c) **Binding Nature.** This Agreement, and each of the covenants, terms, provisions, and agreements contained herein, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

(d) **Headings, Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(e) **Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of Delaware. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

(f) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

(g) **No Third Party Beneficiaries.** No Person other than Transferor, Transferee and their respective successors and permitted assigns shall be deemed an intended beneficiary hereunder or have any right to enforce any term of this Agreement.

(h) **Further Assurances.** Each party shall execute and deliver such additional instruments and other documents and use all reasonable efforts to take or cause to be taken, all actions and

to do, or cause to be done, all things necessary under applicable law to consummate the transactions contemplated hereby.

(i) **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SILVERCLOUD, INC.

By: 

Name: L. Scott Cornell

Title: Chief Executive Officer

STATE OF NH

COUNTY OF Rockingham

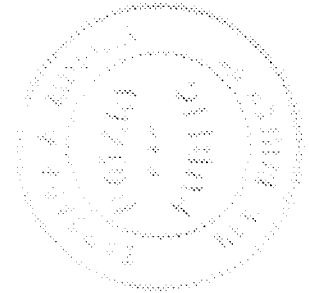
SUBSCRIBED AND SWORN to before me on this 8th day of October, 2020, appeared L. Scott Cornell, the person who signed this instrument, who acknowledged that he/she is the CEO of SilverCloud, Inc., and that being duly authorized he/she signed such instrument as a free act on behalf of SilverCloud, Inc.

Barbara Mosier

Notary Public

My Commission Expires: 11/28/2022

BARBARA A. MOSIER, Notary Public
State of New Hampshire
My Commission Expires November 8, 2022



{SilverCloud -- Signature Page to Trademark Assignment Agreement}

TRADEMARK
REEL: 007076 FRAME: 0740

ACCEPTED AND AGREED:

SILVERCLOUD, LLC

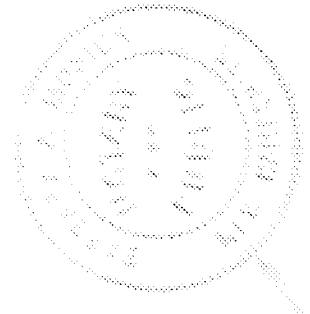
By: *Stephen Chumias*
Name: Stephen Chumias
Title: Chief Financial Officer

STATE OF NH
COUNTY OF Rockingham

SUBSCRIBED AND SWORN to before me on this 8th day of October, 2020, appeared Stephen Chumias, the person who signed this instrument, who acknowledged that he/she is the CEO of SilverCloud, LLC, and that being duly authorized he/she signed such instrument as a free act on behalf of SilverCloud, LLC.

Barbara Mosier Notary Public
My Commission Expires: 11/08/2022

BARBARA A. MOSIER, Notary Public
State of New Hampshire
My Commission Expires November 8, 2022



{SilverCloud -- Signature Page to Trademark Assignment Agreement}

TRADEMARK
REEL: 007076 FRAME: 0741

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SILVERCLOUD	US	5987725	February 18, 2020

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None.				