# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM613691

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900574628
SEQUENCE:	2

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VM Holdings, LLC		10/13/2020	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	H-Protocol Inc.
Street Address:	160 J Street, PO Box 2245
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94536
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88500878	HASHFLOW

## **CORRESPONDENCE DATA**

Fax Number:

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:** 4803294691

**Email:** greywitt@smithbaluch.com

Correspondent Name: Amy L Greywitt
Address Line 1: 33 Hatzic Court

Address Line 4: Larkspur, CALIFORNIA 94939

ATTORNEY DOCKET NUMBER:	HASH001US01		
NAME OF SUBMITTER:	Amy L. Greywitt		
SIGNATURE:	/Amy L Greywitt/		
DATE SIGNED:	12/10/2020		

**Total Attachments: 10** 

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TRADEMARK 900584898 REEL: 007136 FRAME: 0467 source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page3.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page5.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page5.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page6.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page7.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page8.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page9.tif source=Resubmission Letter\_Amended\_Confirmatory\_Trademark\_VM\_Holdings\_to\_H-Protocol#page10.tif

#### AMENDED CONFIRMATORY ASSIGNMENT

This Amended Confirmatory Assignment of Trademark Rights ("Assignment") is entered into between VM Holdings, LLC, a Delaware limited liability company with an address of 101 West 130th Street, Apt 3B, New York, NY 10027 ("Assignor") and H-Protocol Inc., a Delaware corporation with an address of 160 J street, PO Box 2245, Fremont, CA 94536 ("Assignor"). This Assignment amends and supplants the Assignment from Assignor to Assignee executed on October 13, 2020, attached hereto as Exhibit A.

WHEREAS, pursuant to the "IP Assignment Agreement" executed by Assignor on July 10, 2020 ("IP Assignment Agreement"), Assignor has sold, assigned, transferred, and set over unto Assignee, its successor, legal representatives, and assigns, Assignor's entire right, title and interest in:

- (a) the trademark claimed in United States Trademark Application Serial No. 88500878, filed on July 4, 2019 (the "Trademark");
  - (b) United States Trademark Application Serial No. 88500878;
- (c) the right to file applications for trademark of the United States or other countries on the Trademark;
- (d) any application(s) for trademarks of the United States or other countries for the Trademark;
- (e) any application(s) for trademarks of the United States or other countries claiming priority to, and/or the benefit of, any application for trademark identified above;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for trademark identified in the preceding paragraphs (b)-(e);
- (g) any trademarks of the United States or other countries that may be granted for any trademark identified in the preceding paragraphs (b)-(e); and
- (h) the good will of the business connected with the use of and symbolized by the marks identified in the preceding paragraphs (a)-(g).

Wherein the above-granted rights, titles, and interests are defined herein as the "Trademark Rights,"

WHEREAS, pursuant to the IP Assignment Agreement, Assignor assigned and transferred to Assignee all right, title, and interest in the Trademark Rights,

WHEREAS, Assignor and Assignee wishes to confirm that the assignment from Assignor to Assignee was proper in light of the obligations of Assignor to Assignee, and that Assignee is the owner of the Trademark Rights,

NOW, THEREFORE, pursuant to and in confirmation of the conveyances made, and of the obligations to do so, and to the extent Assignor has not done so already, Assignor confirms that: a) the assignment(s) of the Trademark Rights by Assignor to Assignee was (were) proper, and not inconsistent with any prior rights of Assignee to trademarks created and/or owned by Assignor; and b) Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, Assignor's entire right, title, and interest in the Trademark Rights, for good and valuable consideration received at that time.

The above-granted rights, titles, and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Trademark and said applications, without charge to Assignor, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns.

Assignor hereby requests the Commissioner of Trademarks to issue said trademarks of the United States to Assignee for the sole use and behalf of Assignee, its successors, legal representatives, and assigns.

(signature page follows)

For and on behalf of AS	SIGNOR:	DocuSigne	•	
12/9/2020		Vinod	Raghavan	
Date:	By:	&BEE6E7C2	AA9E414	
	-	Name: Vinod Ragł	navan	
	1	Title: Owner		
	DocuSigned by:	Company: VM Ho	ldings, LL0	
	Mona Sutpl	un		12/9/2020
Witness Signature:	139EFB127D4C436	<u></u> D	)ate:	12/9/2020
Print Witness Name:	Mona Sutphe	n		
For and on behalf of AS	SIGNEE:	DocuSigned ViWOL 1	d by: Kaghanan AA9E414	
12/9/2020 Date:	By:	BEE6E7C2A		
Date:		Name: Vinod Ragh	 navan	
	Title: Chief Operating Officer			
		Company: H-Prote		
			, voi 111v.	
	Mona Sutpl		1	2/9/2020
Witness Signature:	139EFB127D4C436			
	Mona Sutph			
Print Witness Name	mona sucpn	15a 1 8		

# Exhibit A

#### CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment of Trademark Rights ("Assignment") is entered into between **VM Holdings**, **LLC**, a Delaware limited liability company with an address of 101 West 130th Street, Apt 3B, New York, NY 10027 ("Assignor") and **H-Protocol Inc.**, a Delaware corporation with an address of 160 J street, PO Box 2245, Fremont, CA 94536 ("Assignor").

WHEREAS, pursuant to the "IP Assignment Agreement" executed by Assignor on July 10, 2020 ("IP Assignment Agreement"), Assignor has sold, assigned, transferred, and set over unto Assignee, its successor, legal representatives, and assigns, Assignor's entire right, title and interest in:

- (a) the trademark claimed in United States Trademark Application Serial No. 88500878, filed on July 4, 2019 (the "Trademark");
  - (b) United States Trademark Application Serial No. 88500878;
- (c) the right to file applications for trademark of the United States or other countries on the Trademark;
- (d) any application(s) for trademarks of the United States or other countries for the Trademark;
- (e) any application(s) for trademarks of the United States or other countries claiming priority to, and/or the benefit of, any application for trademark identified above;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for trademark identified in the preceding paragraphs (b)-(e); and
- (g) any trademarks of the United States or other countries that may be granted for any trademark identified in the preceding paragraphs (b)-(e).

Wherein the above-granted rights, titles, and interests are defined herein as the "Trademark Rights,"

WHEREAS, pursuant to the IP Assignment Agreement, Assignor assigned and transferred to Assignee all right, title, and interest in the Trademark Rights,

**WHEREAS**, Assignor and Assignee wishes to confirm that the assignment from Assignor to Assignee was proper in light of the obligations of Assignor to Assignee, and that Assignee is the owner of the Trademark Rights,

**NOW, THEREFORE**, pursuant to and in confirmation of the conveyances made, and of the obligations to do so, and to the extent Assignor has not done so already, Assignor confirms that: a) the assignment(s) of the Trademark Rights by Assignor to Assignee was (were) proper,

and not inconsistent with any prior rights of Assignee to trademarks created and/or owned by Assignor; and b) Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, Assignor's entire right, title, and interest in the Trademark Rights, for good and valuable consideration received at that time.

The above-granted rights, titles, and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Trademark and said applications, without charge to Assignor, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns.

Assignor hereby requests the Commissioner of Trademarks to issue said trademarks of the United States to Assignee for the sole use and behalf of Assignee, its successors, legal representatives, and assigns.

(signature page follows)

**RECORDED: 10/14/2020** 

For and on behalf of ASS	SIGNOR:	DocuSigned by:			
10/13/2020		Vinod Ragha	nah		
Date:	By:	BEE6E7C2AA9E414			
	Name	e: Vinod Raghavan			
	Title:	Title: Owner			
	Comp	oany: VM Holdings,	LLC		
Witness Signature:	DocuSigned by:  139EFB127D4C436	her	10/13/2020		
Print Witness Name:	Mona Sutphen				
For and on behalf of ASS	SIGNEE:	BocuSigned by:			
10/13/2020	-	Vinod Ragh	avan		
Date:	By:		·		
	Name: Vinod Raghavan				
	Title: Chief Operating Officer				
	-	oany: H-Protocol Inc	<i>.</i>		
	Docusigned by:	gher-	10/13/2020		
Witness Signature:	139EFB127D4C436	e:			
	Mona Sutphen				
Print Witness Name:		***************************************			