# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM615997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jscape LLC		12/18/2020	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Activ MFT, LLC
Street Address:	535 Mission Street, 14th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Serial Number:	88709814	ANYCLIENT		
Serial Number:	88708137	MFTEXPRESS		
Serial Number:	88708140	JSCAPE		

### **CORRESPONDENCE DATA**

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com

ORRICK, HERRINGTON & SUTCLIFFE LLP **Correspondent Name:** 

Address Line 1: 2050 MAIN STREET, SUITE 1100 Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	45580.5
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	12/22/2020

### **Total Attachments: 3**

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of December 18, 2020 (the "<u>Effective Date</u>"), is made by the undersigned assignor with the principal address set forth on the signature page hereto (each, an "<u>Assignor</u>"), for the benefit of Activ MFT, LLC, a Delaware limited liability company with a principal address at 535 Mission Street, 14<sup>th</sup> Floor, San Francisco, CA 94105 ("<u>Assignee</u>").

WHEREAS, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Annex 1 attached hereto (collectively, the "<u>Trademarks</u>").

WHEREAS, concurrently with the execution of this Agreement, Assignors as sellers, Assignee as buyer, along with certain parties thereto, are entering into an Asset Purchase Agreement ("Purchase Agreement"), pursuant to which, among other things, Assignors are agreeing to sell, convey, assign, transfer, +and deliver to Assignee, and Assignee is agreeing to purchase and acquire from Assignors, all of Assignors' right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee all rights, title and interest for all countries in and to the Trademarks, including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.
- 2. To the extent necessary, Assignors agree that Assignee may file this Assignment with the United States Patent and Trademark Office and other appropriate governmental offices for purposes of confirming the assignment of the Trademarks from Assignors to Assignee.
- 3. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request that are reasonably necessary to effect the purposes of this Assignment.
- 4. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

[Signature Page Follows]

TRADEMARK
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IN WITNESS WHEREOF, this assignment has been duly executed and delivered as of the date first written above.

**ASSIGNORS**:

JSCAPE L.L.C.

Docusigned by:

SpansarizeDBA34EA

(Signature)

(Signature)

By: Van Glass

Its: President

Address:

116 HWY 99. N #106 Eugene OR 97402

JSCAPE, INC.

DocuSigned by:

S

D832812ED8A34EA.

(Signature)

Van Glass By:

Its: President

Address:

116 HWY 99. N #106

Eugene OR 97402

# Annex 1

# Trademarks

Trademark	Status	USA	Owner	App Date	Reg Date	App No.
ANYCLIENT	Approved for Publication	USA	JSCAPE	11/27/2019	12/1/2020	88709814
	Publication		L.L.C.			
MFTEXPRESS	Publication/Issue	USA	JSCAPE	11/26/2019	11/10/2020	88708137
	Review		L.L.C.			
	Complete					
JSCAPE	Approved for	USA	JSCAPE	11/26/2019	12/1/2020	88708140
	Publication		L.L.C.			

TRADEMARK REEL: 007142 FRAME: 0634

**RECORDED: 12/22/2020**