

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		01/28/2021	Banking Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Digiotech, LLC		
Street Address:	125 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4329232	42FLOORS	
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:	212-660-3052		
Email:	mpalmisciano@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michael S. Palmisciano		
SIGNATURE:	/Michael S. Palmisciano/		
DATE SIGNED:	01/28/2021		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST

This ASSIGNMENT OF SECURITY INTEREST (this “Agreement”), dated as of January 28, 2021 (the “Effective Date”), is entered into by and between Western Alliance Bank, an Arizona banking corporation (“Assignor”), and Digiotech, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, 42Floors, LLC, a Delaware limited liability company (“Grantor”), and Assignor are parties to that certain Intellectual Property Security Agreement, dated as of July 20, 2018 (the “IPSA”), pursuant to which Grantor granted to Assignor a security interest in and to certain Intellectual Property Collateral (as defined in the IPSA);

WHEREAS, the IPSA was recorded with the United States Patent and Trademark Office on October 11, 2018 at Reel/Frame 6506/0442 with respect to the Trademarks (as defined in the IPSA) identified on Schedule A attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Supplement to Assignment of Loan Documents, dated as of January 6, 2021, by and between Assignor and Assignee, Assignor assigned to Assignee all of Assignor’s right, title and interest in and to the IPSA and the security interest in the Intellectual Property Collateral granted thereunder; and

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment in this Agreement for the purpose of recording it with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Security Interest. Assignor hereby absolutely and unconditionally transfers, conveys and assigns to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property Collateral arising under the IPSA, including, without limitation, with respect to the Trademarks identified on Schedule A attached hereto. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Intellectual Property Collateral originally granted to Assignor under the IPSA, which security interest is now succeeded by and transferred to Assignee.

2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation

By: 

Name: Lori Edwards

Title: Director

ASSIGNEE

DIGIATECH, LLC, a Delaware limited liability
company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

WESTERN ALLIANCE BANK, an Arizona
banking corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

DIGIATECH, LLC, a Delaware limited liability
company

By:  _____

Name: Michael Rispoli

Title: CFO

Schedule A

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
42FLOORS	85542785	4329232		2/14/2012

{S2707069; 1}