

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beam Solutions, Inc.		09/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jumio Corporation		
Street Address:	395 Page Mill Road, Suite 150		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5751972	BEAM	
CORRESPONDENCE DATA			
Fax Number:	8013550160		
<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:	6505374504		
Email:	trademarks@patentlawworks.net		
Correspondent Name:	Hoang-chi Truong		
Address Line 1:	310 East 4500 South, Suite 400		
Address Line 4:	Salt Lake City, UTAH 84107		
NAME OF SUBMITTER:	Hoang-chi Truong		
SIGNATURE:	/hoangchitruong/		
DATE SIGNED:	03/11/2021		
Total Attachments: 5			
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OP \$40.00 5751972

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment Agreement**"), effective as of September 16, 2020 (the "**Effective Date**"), is made and entered into by and between BEAM SOLUTIONS, INC., a Delaware corporation ("**Assignor**"), and JUMIO CORPORATION, a Delaware corporation ("**Assignee**"). Each of the parties hereto is referred to herein individually as a "**Party**," and collectively as the "**Parties**".

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 16, 2020 (the "**APA**"), among Assignor and Assignee, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under all of Assignor's registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of the foregoing, including those set forth on Schedule A hereof (collectively, "**Trademarks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor's rights, title and interests of every kind, nature and description in, to and under the Trademarks. The assignment of the rights, title or interests in Trademarks pursuant to this Section 1 shall include (a) the assignment of Assignor's rights, title and interests in the Trademarks, (b) any and all goodwill connected with the use of and symbolized by such Trademarks; and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks, (ii) to claim priority based on such Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iii) to prosecute, register, maintain and defend such Trademarks before any public or private agency, office or registrar and (iv) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Trademarks as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and applications for the Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (a) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any others documents or instruments; (b) file or cause to be filed all filings with the appropriate governmental authorities and/or domain name registrars; and (c) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Subject to APA. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the APA. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the APA. To the

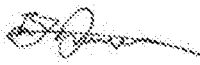
extent that any provision of this Assignment Agreement conflicts with or is inconsistent with the terms of the APA, the APA will govern.

SECTION 5. Miscellaneous. The provisions of Sections 7 of the APA will apply to this Assignment Agreement, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

BEAM SOLUTIONS, INC.

By: 
Name: Benjamin Duranske
Title: CEO

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

JUMIO CORPORATION

By: Robert E. Prigge

Name: Robert E. Prigge

Title: Chief Executive Officer

SCHEDULE A
TRADEMARKS

Country	Mark/Name	Application No.	Registration No.	Registration Date
United States	<u>BEAM and Design</u> 	87499169	5751972	May 14, 2019
Canada	<u>BEAM and Design</u> 	1873378		
European Union	<u>BEAM and Design</u> 	017598194	017598194	May 14, 2018