

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MLEVEL, INC.		03/12/2021	Corporation:
RECEIVING PARTY DATA			
Name:	AXONIFY INC.		
Street Address:	450 Phillip Street		
City:	Waterloo		
State/Country:	CANADA		
Postal Code:	N2L 5J2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4688993	MLEVEL	
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:	5195766910		
Email:	waterloo.ip@gowlingwlg.com		
Correspondent Name:	Neil W. HENDERSON		
Address Line 1:	50 Queen St N		
Address Line 2:	Suite 1020, PO BOX 2248		
Address Line 4:	Kitchener, CANADA N2H 6M2		
ATTORNEY DOCKET NUMBER:	K0565437		
NAME OF SUBMITTER:	Neil W. Henderson		
SIGNATURE:	/Neil W. HENDERSON/		
DATE SIGNED:	04/26/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of March 12, 2021, is made and entered into by and among MLEVEL, INC., a Delaware corporation registered in Georgia (“**Assignor**”) and AXONIFY INC., a Canadian business corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of various intellectual property listed on **Schedule 1** and **Schedule 2** attached hereto (hereinafter referred to as the “**Intellectual Property**”);

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), by and among Assignee, Assignor and the other parties thereto, Assignee desires to acquire, and Assignor desires to grant to Assignee, the entire worldwide right, title and interest in and to the Intellectual Property; and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned, or caused to be conveyed, transferred and assigned, to Assignee, among other assets, certain intellectual property of Assignor, and has agreed for Assignee to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

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

1. **Assignment.** Assignor hereby sells, assigns, and otherwise transfers to Assignee, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on **Schedule 2** hereto and all extensions and renewals thereof;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each party intends that this IP Assignment shall not benefit or create any right or cause of action in any Person, other than the Parties hereto and their respective successors and assigns.

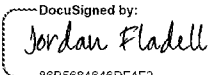
6. Governing Law. This Agreement shall be governed by and construed in accordance with the governing law and venue provisions of the Purchase Agreement.

*[Remainder of page intentionally left blank.
Signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNOR:

MLEVEL, INC.,
a Delaware corporation

By: 
86B5684646DF4F2...
Name: Jordan Fladell
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNEE:

AXONIFY INC.

a Canadian business corporation

DocuSigned by:

Carol Leaman

By:

A1CFE9AC60B7477...

Name: Carol Leaman

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date	Goods and Services	Status
MLEVEL	United States	4,688,993	February 17, 2015		Active

SCHEDULE 2

DOMAINS

mlevelweb.co
mlevelweb.biz
mlevelweb.us
mlevelweb.net
mlevelweb.com
mlevelweb.org
mlevelweb.info
mlevel.net
mlevel.com
mlevelthrive.com
mlevelthrive.co
stateofgeorgiathrive.com
stateofgathrive.com
mlevel.co
mlevel.us
mlevel.me
mlevel.mobi
mlevel.ws
mlevel.info