

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647936

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900615714		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VK Ventures LLC		04/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nicefy Inc.		
Street Address:	3524 SILVERSIDE RD		
Internal Address:	STE 35B		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4818554	GRINDERPUNCH	
Registration Number:	4940497	LOUNGE WILLIAMS	
Serial Number:	86697219	WISE	
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>			
Email:	pinky@ecommlawgroup.com		
Correspondent Name:	Pinky Herao		
Address Line 1:	3671 Torrance Blvd		
Address Line 4:	Frisco, TEXAS 75034		
NAME OF SUBMITTER:	Pinky Herao		
SIGNATURE:	/Pinky Herao/		
DATE SIGNED:	05/19/2021		
Total Attachments: 4			
source=grinderPunch_Trademark Assignment Agreement#page1.tif			
source=grinderPunch_Trademark Assignment Agreement#page2.tif			

source=grinderPunch_Trademark Assignment Agreement#page3.tif
source=grinderPunch_Trademark Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) dated as of April 30, 2021 (the “**Effective Date**”), is made by VK Ventures, LLC, a California limited liability company (“**Assignor**”), in favor of Nicefy Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of April 5, 2021, as may be amended to date (collectively, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. 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;

c. 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

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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 officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, 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 Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in 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 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of California or the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

VK VENTURES, LLC dba GRC COMMERCE,
a California limited liability company

Tamotsu Tome

By: _____
Tamotsu Tome, Partner



By: _____
Shinjiro Tome, Partner

ASSIGNEE:

NICEFY INC.,
a Delaware corporation

Tancredi Ingrassia

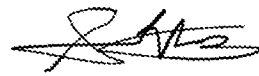
By: _____
Tancredi Ingrassia, President

SCHEDULE 1

Trademark Assets

Mark	Agency	Registration / Serial Number	Registration / Filing Date
grinderPUNCH	United States Patent and Trademark Office	4818554	September 22, 2015
Lounge Williams	United States Patent and Trademark Office	4940497	April 19, 2016
Wise	United States Patent and Trademark Office	DEAD	July 17, 2015

Tancredi Ingrassia



Tamotsu Tome