

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/18/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VFI Technology Services LLC		05/23/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Chain.io LLC		
Street Address:	399 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4142346	CHAIN.IO	
CORRESPONDENCE DATA			
Fax Number:	8668507498		
<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:	212-883-4909		
Email:	adivino@cozen.com		
Correspondent Name:	Amy F. Divino, Cozen O'Connor		
Address Line 1:	3 World Trade Center		
Address Line 2:	175 Greenwich Street, 55th Floor		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	519445		
NAME OF SUBMITTER:	Amy F. Divino		
SIGNATURE:	/Amy F. Divino/		
DATE SIGNED:	05/19/2021		
Total Attachments: 3			
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TRADEMARK ACQUISITION AGREEMENT

This Trademark Acquisition Agreement (this "Agreement") is made effective as of July 18, 2017 (the "Effective Date"), by and between VFI Technology Services LLC, a New York LLC ("Seller"), and Chain.io LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to certain Trademarks (as defined below) and Domain Names (as defined below) and all related rights, together with the goodwill connected with the use of and symbolized by such Trademarks and Domain Names, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Purchase and Sale of Trademarks and Domain Names. Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby purchases and accepts, all right, title, and interest in and to the following, together with the goodwill associated therewith and symbolized thereby (collectively, the "Assets"):
 - a. the trademarks, service marks, brands, trade names, and other indicia of origin listed on Exhibit A, and all registrations and renewals of such trademarks (collectively, the "Trademarks");
 - b. the internet domain name listed on Exhibit A or incorporating any Trademarks, and all content and data thereon or relating thereto (collectively, the "Domain Names");
 - c. all licenses and similar contractual rights or permissions relating to any of the foregoing;
 - d. all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;
 - e. all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, violation, or breach; and
 - f. all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or international convention throughout the world.
2. Purchase Price. The aggregate purchase price for the Assets is five thousand dollars (\$5,000) (the "Purchase Price"). Buyer shall pay the Purchase Price within 10 days following the Effective Date.
3. Authorization. Seller hereby authorizes and requests the Commissioner for Trademarks of the United States of America to issue or transfer all Trademarks to Buyer, as purchaser and assignee of the whole and entire right, title, and interest therein or otherwise as Buyer may direct.
4. Further Assurances. Seller covenants, agrees, and undertakes to execute, wherever requested by Buyer, all assignments, lawful oaths, and other papers which Buyer may deem necessary or desirable for securing to Buyer or for maintaining for Buyer any and all of the Assets, all without further compensation to Seller. Seller agrees that Seller is hereby legally bound, and upon request and at the expense of Buyer or its successors or assigns or a legal representative

thereof, to supply all information and evidence of which Seller has knowledge or possession relating to the Assets, and to provide testimony in any legal proceeding relating thereto.

5. Representations and Warranties. Seller represents and warrants to Buyer that (i) Seller owns all right, title, and interest in and to the Assets, free and clear of liens, security interests, and other encumbrances; (ii) Seller has the full right, power, and authority to sell and assign the whole right, title, and interest in and to the Assets, and to consummate the sale and assignment contemplated herein; (iii) Seller has full right, power, and authority to enter into, execute, and deliver this Agreement, the execution and delivery of which have been duly authorized by all necessary actions on the part of Seller; (iv) no other authorization or proceedings on the part of Seller are necessary to authorize this sale and assignment; and (v) Exhibit A contains a correct, current, and complete list of all registrations owned by Seller for the Assets, and all required filings and fees related to the Trademarks have been timely filed with and paid to the United States Patent and Trademark Office and other relevant governmental authorities and authorized registrars, and all registrations for such Trademarks are in good standing.
6. Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, and Buyer's affiliates, successors, and assigns from and against any and all losses, damages, liabilities, judgements, fees, costs, and expenses, including reasonable attorneys' fees, arising from any claim related to an actual or alleged breach of Seller's representations and warranties in this Agreement.
7. Miscellaneous. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings, whether oral or written. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts and via facsimile signatures, each of which will be deemed an original and all of which together will be deemed one and the same instrument. A facsimile, PDF, or other electronic image of a signature will count as an original counterpart.

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

VFI TECHNOLOGY SERVICES LLC

By


Mitchel Scher, CEO

Date: 5/23/2018

CHAIN.IO LLC

By


Brian Glick (May 23, 2018)

Brian Glick, Founder and CEO

Date: May 23, 2018

EXHIBIT A

Trademark	Registration No.	Registration Date
chain.io	4,142,346	May 15, 2012

Domain Name		
chain.io		