

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pactsafe, LLC		05/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ironclad, Inc.		
Street Address:	71 Stevenson St. #600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6068338	PACTSAFE	
Registration Number:	4551807	PACTSAFE	
Registration Number:	4833928	DIGITAL LEGAL ENGINE	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<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:	8132237000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	Eleanor M. Yost, Carlton Fields, PA		
Address Line 1:	PO Box 3239		
Address Line 4:	Tampa, FLORIDA 33601-3239		
NAME OF SUBMITTER:	Eleanor M. Yost		
SIGNATURE:	/Eleanor M. Yost/		
DATE SIGNED:	06/04/2021		
Total Attachments: 3			
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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Trademark Assignment"), effective as of the last Party's signature ("Effective Date"), is by and between PactSafe, LLC, a Delaware limited liability company, with an address of 6334 Westfield Blvd, Indianapolis, IN 46220 ("PactSafe"), and Ironclad, Inc., a Delaware corporation, with an address of 71 Stevenson St. #600, San Francisco, CA 94105 ("Ironclad") (each a "Party" and collectively the "Parties").

WHEREAS, PactSafe owns the trademarks set forth in **Exhibit A** (the "Marks");

WHEREAS, PactSafe wishes to assign, and Ironclad wishes to acquire, all of PactSafe's right, title and interest in and to the Marks, and all of the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual representations, promises, terms, and conditions contained herein, the Parties agree as follows:

1. Assignment. PactSafe hereby assigns, transfers, conveys and delivers to Ironclad and its successors and assigns, and Ironclad hereby accepts from PactSafe, all of PactSafe's right, title and interest worldwide in and to the Marks set forth in Exhibit A, together with all common law rights, and all goodwill associated with the Marks and symbolized thereby, all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Mark and to fully and entirely stand in the place of PactSafe in all matters related to the Mark.
2. Recordation and Further Actions. PactSafe agrees to execute and deliver such other information or documents and to take all such other actions which Ironclad, its successors and/or assigns may reasonably request to effect the terms of this Trademark Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Trademark Assignment and its recordation with the US Patent and Trademark Office.
3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR

05 / 18 / 2021
DATED: _____

Brian Powers

PACTSAFE, LLC
Name: Brian Powers
Title: CEO

ASSIGNEE

05 / 18 / 2021
DATED: _____

Jennifer Paau

IRONCLAD, INC.
Name: Jennifer Paau
Title: COO

Exhibit A

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	REG. DATE
<input checked="" type="checkbox"/> pactsafe	United States	88671808	6068338	June 2, 2020
PACTSAFE	United States	86115090	4551807	June 17, 2014
DIGITAL LEGAL ENGINE	United States	86616167	4833928	October 13, 2015