

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniquify IP Company, LLC		06/30/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Uniquify, Inc.		
Street Address:	2030 Fortune Drive, Suite 200		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4619634	UNIQIFY	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	06/30/2021		
Total Attachments: 5			
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AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of June 30, 2021, is entered into by and between Uniquify IP Company, LLC, a Nevada limited liability company ("IP LLC"), and Uniquify, Inc., a California corporation ("Uniquify" and, collectively, with IP LLC, the "Parties").

RECITALS

WHEREAS, IP LLC is a wholly-owned subsidiary of Uniquify;

WHEREAS, it is contemplated that IP LLC will merge with and into Uniquify, with Uniquify being the surviving entity (the "Merger"); and

WHEREAS, (i) (x) Uniquify, in its capacity as the sole Member of IP LLC, and (y) the board of managers of IP LLC, each has declared the Merger to be advisable and in the best interests of IP LLC and (ii) the board of directors of Uniquify has declared the Merger to be advisable and in the best interests of Uniquify and its shareholders.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2), IP LLC shall be merged with and into Uniquify, whereupon the separate existence of IP LLC shall cease, and Uniquify shall be the surviving entity (the "Surviving Entity") in the Merger. The Surviving Entity shall, in accordance with Section 92A-100 et seq. of the Nevada Revised Statutes and Section 1113 of the California Corporations Code, succeed by operation of law, without other transfer or action, to all of the rights, title, interests and property of IP LLC, and shall assume all debts, obligations and liabilities of IP LLC as if the Surviving Entity had itself incurred such debts, obligations and liabilities.

2. Effective Time. The Merger shall become effective as of June 30, 2021 at 11:59 p.m. Pacific Time, or if the articles of merger, certificate of merger and officer's certificate have been filed with the California Secretary of State and the Nevada Secretary of State at an earlier time, such earlier time (the "Effective Time").

3. Cancellation of Membership Interests. At the Effective Time, Uniquify's membership interests in IP LLC, by virtue of the Merger, shall be cancelled without any consideration therefor.

4. Address of Surviving Entity. The street address of the Surviving Entity's principal place of business is 2030 Fortune Drive, Suite #200, San Jose, California 95131.

5. Articles of Incorporation. The Articles of Incorporation of Uniquify, as in effect and on file with the California Secretary of State immediately prior to the Effective Time, shall continue as the Articles of Incorporation of the Surviving Entity.

6. Bylaws. The Bylaws of Uniquify, as in effect immediately prior to the Effective Time, shall continue as the Bylaws of the Surviving Entity.

7. Directors and Officers of the Surviving Entity. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable law, the directors and officers of Uniquify immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the Parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the Parties.

9. Miscellaneous.

(a) If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of IP LLC, the officers of the Surviving Entity are hereby authorized, in the name of IP LLC, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

(b) The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective Parties.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflicts of law provisions thereof.

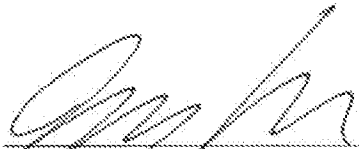
(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

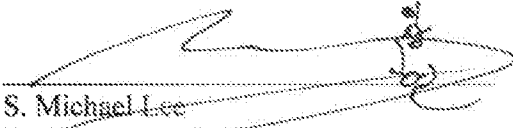
UNIQUIFY, INC., a California corporation

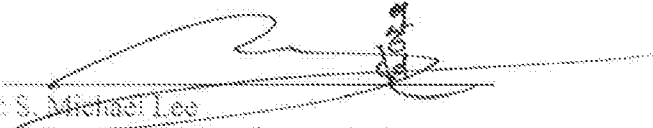
UNIQUIFY IP COMPANY, LLC, a Nevada limited liability company

By: 
Name: Jung Ho (Josh) Lee
Title: President

UNIQUIFY, INC.,
a California corporation

By: 
Name: Jung Ho (Josh) Lee
Title: President of Uniquify, Inc., its Manager

By: 
Name: S. Michael Lee
Title: Secretary

By: 
Name: S. Michael Lee
Title: Secretary of Uniquify, Inc., its Manager