

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MONA NETWORK, LLC		03/31/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FUTURE US, INC.		
<b>Street Address:</b>	11 W. 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5947501	MODMY	
<b>Registration Number:</b>	4360575	TECHNOBUFFALO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027833535		
<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>			
<b>Phone:</b>	202-626-8305		
<b>Email:</b>	dmullarkey@polsinelli.com,jolsen@polsinelli.com		
<b>Correspondent Name:</b>	Daniel P. Mullarkey/Polsinelli PC		
<b>Address Line 1:</b>	1401 I Street, NW, Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Daniel P. Mullarkey		
<b>SIGNATURE:</b>	/daniel mullarkey/		
<b>DATE SIGNED:</b>	08/04/2021		
<b>Total Attachments: 4</b>			
source=IP Assignment - Mona Network LLC to FUS (Signed)#page1.tif			
source=IP Assignment - Mona Network LLC to FUS (Signed)#page2.tif			
source=IP Assignment - Mona Network LLC to FUS (Signed)#page3.tif			
source=IP Assignment - Mona Network LLC to FUS (Signed)#page4.tif			

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**DEED OF ASSIGNMENT** made the 31 March 2020

BETWEEN:

**MONA NETWORK, LLC**, a Florida limited liability company having its principal place of business at 11 W 42<sup>nd</sup> Street, New York, NY, 10036 (**Assignor**); and

**FUTURE US, INC.**, a California corporation having its principal place of business at 11 W 42<sup>nd</sup> Street, New York, NY, 10036 (**Assignee**).

## **AGREED TERMS**

### **1. Definitions**

In this Assignment the following terms shall have the following meaning:-

- 1.1. "**Business**" has the meaning given to it in the Sale Agreement;
- 1.2. "**Customer Database**" means the database held by the Assignor comprising details of the advertisers on the Websites and any person who has entered into a competition through the Websites; and any person who is included in the mailing list for newsletters associated with the Websites; and any other person in respect of whom the Assignor holds contact details for in connection with the Websites;
- 1.3. "**Domain Names**" means any domain names which are registered in the name of the Assignor and which the Assignor used in connection with the Business as at the Effective Date;
- 1.4. "**Effective Date**" means 31 March 2020;
- 1.5. "**Goodwill**" means the goodwill (and the right to sue for passing off) of the Assignor derived under the use of the Intellectual Property and the Domain Names and the production, marketing, operation and hosting of the Social Media Pages and the Websites together with the exclusive right for the Assignee to represent itself as carrying on the business of operating the Websites and to use all trade names associated with that business including without limitation the Names and the Domain Names;
- 1.6. "**Intellectual Property**" means all copyrights, logos, get-ups, devices, database rights, trademark rights, design rights, topography rights, trading names and all other intellectual property rights and equivalent or similar forms of protection which Assignor owns anywhere in the world relating to the Websites, including (without limitation) the Names, the Registered Trade Marks, the Unregistered Trade Marks and the Goodwill, and all other intellectual property rights and all equivalent or similar forms of protection in any part of the world which Assignor owns at the Effective Date, whether registered or unregistered;
- 1.7. "**Names**" means the names 'MONA NETWORK, LLC'; 'MODMY'; and 'TECHNOBUFFALO';
- 1.8. "**Registered Trade Marks**" means the registered trade marks set out in Schedule 1 Part B and any other registered trade marks which Assignor owned in connection with the Business as at the Effective Date including (without limitation);
- 1.9. "**Sale Agreement**" means the business and asset sale agreement for the disposal of the Business of the Assignor entered into between the Assignor and the Assignee of even date to this Assignment;

- 1.10. **"Social Media Pages"** means the social media accounts relating to the Business and the Websites, without limitation, accounts on Twitter and Facebook;
- 1.11. **"Unregistered Trade Marks"** means any unregistered trade marks owned by Assignor which are associated with the Websites including any devices and get ups associated with them; and
- 1.12. **"Websites"** means the websites located at the Domain Names, including all code and other background IP required for the websites to continue to be hosted and maintained in the same manner as it has been hosted and maintained prior to the Effective Date.

## 2. **Recitals**

- 2.1. Assignor is the owner of the Intellectual Property.
- 2.2. Pursuant to the Sale Agreement, the Assignor has agreed to assign the Intellectual Property to the Assignee on the terms and conditions set out below.

## 3. **Assignment**

Pursuant to and for the consideration set out in the Sale Agreement (receipt of which Assignor expressly acknowledges), Assignor hereby assigns to Assignee absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property, and all goodwill attaching to the Intellectual Property, and such assignment includes (without limitation) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this Assignment. Notwithstanding the date of this Deed, it shall be deemed to be effective on the Effective Date.

## 4. **Warranties**

- 4.1. Assignor hereby warrants that:
  - 4.1.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property;
  - 4.1.2. it has not licensed or assigned any of the Intellectual Property save as disclosed to the Assignee;
  - 4.1.3. it is unaware of any infringement or likely infringement of any of the Intellectual Property;
  - 4.1.4. so far as it is aware, exploitation of the Intellectual Property will not infringe the rights of any third party; and
  - 4.1.5. so far it is aware there is no present or threatened or known claim, demand, action, proceedings or other litigation of any kind in respect of the Intellectual Property which will or might conflict or interfere with the assignment and grant of rights hereunder.

## 5. **Proper law and jurisdiction**

This Assignment shall be governed by the laws of New York in every particular including formation and interpretation and shall be deemed to have been made in New York, and each of the parties agree to submit to the exclusive jurisdiction of the courts of the state of New York.

**6. Documentation and Assistance**

Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documentation and information reasonably requested by the Assignee or required by law, to vest in the Assignee the full benefit of clause 3 of this Assignment.

**7. Entire Agreement**

This Assignment and the Sale Agreement set out the entire agreement and understanding between the parties in relation to the subject matter of this Assignment.

**8. Counterparts**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

**SCHEDULE 1**

**PART A – REGISTERED TRADEMARKS**

USA	MODMY	Word	38, 41, 42	5947501
USA	TECHNOBUFFALO	Word	35	4360575

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first written above.

Signed as a deed and delivered by  
**MONA NETWORK, LLC**  
acting by one Director:

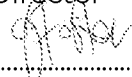
)  
)  
)



.....  
Director

In the presence of a witness

)  
)  
)

  
.....  
Witness

Name of Witness:  
Address of Witness:  
Occupation of Witness:

O Foster  
Quay House, The Ambury BA11UA  
GFC

Signed as a deed and delivered by  
**FUTURE US, INC.**  
acting by one Director:

)  
)  
)



.....  
Director

In the presence of a witness

)  
)  
)

  
.....  
Witness

Name of Witness:  
Address of Witness:  
Occupation of Witness:

O Foster  
Quay House, The Ambury BA11UA  
GFC