

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charger TopCo, Inc.		08/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Certify, Inc.		
Street Address:	20 York Street,		
Internal Address:	Suite 201		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88614483	EMBURSE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle Street		
Address Line 2:	Kirkand & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46583-3		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	08/15/2021		
Total Attachments: 4			
source=Emburse - Trademark Assignment (Aug-12-21)_(79222453_1)#page1.tif			
source=Emburse - Trademark Assignment (Aug-12-21)_(79222453_1)#page2.tif			
source=Emburse - Trademark Assignment (Aug-12-21)_(79222453_1)#page3.tif			

CH \$40.00 88614483

TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of August 12, 2021 by and between Certify, Inc., a Delaware corporation having a principal place of business at 20 York Street, Suite 201, Portland, ME 04101 (“*Assignee*”) and Charger TopCo, Inc., a Delaware corporation having a principal place of business at 20 York Street, Suite 201, Portland, ME 04101 (“*Assignor*”).

WHEREAS, Assignor and Assignee are parties to that certain Trademark License Agreement, dated as of April 9, 2020 (the “*Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision

or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

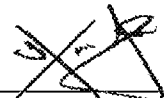
3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

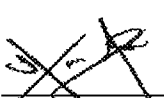
“Assignee”

Certify, Inc.
a Delaware corporation

By: 
Name: Hasan Askari
Title: Vice President

“Assignor”

Charger TopCo, Inc.
a Delaware corporation

By: 
Name: Hasan Askari
Title: Vice President

SCHEDULE A

U.S. MARKS

Current Owner	Jurisdiction	Trademark	Application No.	Application Date
Charger TopCo, Inc.	U.S.	EMBURSE	88/614483	09/12/2019

FOREIGN MARKS

Current Owner	Jurisdiction	Trademark	Application No.	Application Date
Charger TopCo, Inc.	Australia	EMBURSE	2051774	11/19/2019
Charger TopCo, Inc.	Canada	EMBURSE	1985233	09/16/2019
Charger TopCo, Inc.	European Union	EMBURSE	018154359	11/18/2019
Charger TopCo, Inc.	Norway	EMBURSE	201915636	11/20/2019
Charger TopCo, Inc.	New Zealand	EMBURSE	1134888	11/19/2019
Charger TopCo, Inc.	Switzerland	EMBURSE	15151/2019	11/15/2019
Charger TopCo, Inc.	Turkey	EMBURSE	114003	11/18/2019
Charger TopCo, Inc.	United Kingdom (UKIPO)	EMBURSE	3445095	11/18/2019