

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670156

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Certificate of Merger		
<b>RESUBMIT DOCUMENT ID:</b>	900626745		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Uniquify IP Company, LLC		06/30/2021	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Uniquify, Inc.		
<b>Street Address:</b>	2030 Fortune Drive, Suite 200		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4619634	UNIQIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	08/25/2021		
<b>Total Attachments: 5</b>			
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FILED *LN*  
Secretary of State  
State of California  
JUN 30 2021 *SC*

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Execution Version

*14*  
**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.

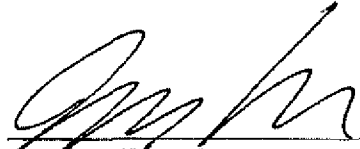
(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

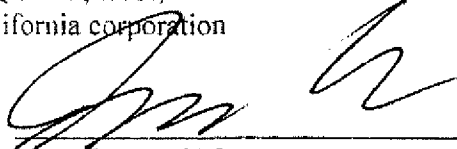
*(Signature Page Follows)*

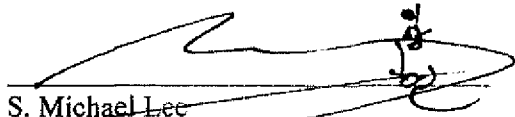
IN WITNESS WHEREOF, the Parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

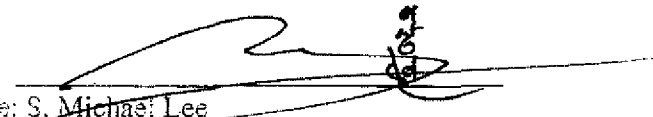
UNIQUIFY, INC., a California corporation

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

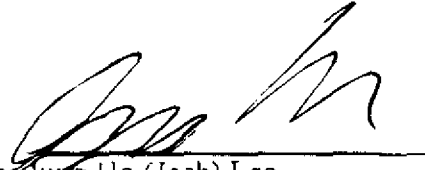
**UNIQUIFY, INC.**  
**OFFICER'S CERTIFICATE**  
**FOR APPROVAL OF**  
**AGREEMENT OF MERGER**

THE UNDERSIGNED, Jung Ho (Josh) Lee, and S. Michael Lee, hereby certify that they are the President and Secretary, respectively, of Uniquify, Inc., a corporation organized under the laws of the State of California (the "Company" or "Uniquify") and hereby further certify that:

1. The principal terms of the Agreement of Merger by and between Uniquify IP Company, LLC, a Nevada limited liability company ("IP LLC") and the Company in the form attached hereto were entitled to be and were approved by the board of directors of the Company alone.
2. The shareholders of the Company were not entitled to vote thereon.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Approval of Agreement of Merger are true and correct to the best of our knowledge.

Date: June 30, 2021

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

Date: June 30, 2021

By:   
Name: S. Michael Lee  
Title: Secretary



**State of California  
Secretary of State**

**Certificate of Merger**

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

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**IMPORTANT — Read all instructions before completing this form.**

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1. NAME OF SURVIVING ENTITY Uniquify, Inc.	2. TYPE OF ENTITY Corporation	3. CA SECRETARY OF STATE FILE NUMBER C2781187	4. JURISDICTION California
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5. NAME OF DISAPPEARING ENTITY UNIQUIFY IP COMPANY, LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER n/a	8. JURISDICTION Nevada
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9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
N/A		N/A	All Class A Interests		more than 50%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT

No vote of the shareholders of the parent party was required  The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR PARTNERSHIP PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES IF NECESSARY

n/a

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

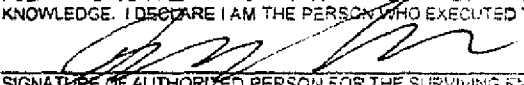
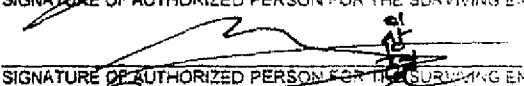
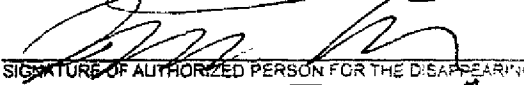

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY

Pursuant to California Corporation's Code Section 1201(b)

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER Section 92A-100 et seq. of the Nevada Revised Statutes	15. FUTURE EFFECTIVE DATE IF ANY ____/____/____ (Month) (Day) (Year)
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16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES IF ANY IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT WHICH EXECUTION IS MY ACT AND DEED.

 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	June 30, 2021 DATE	Jung Ho (Josh) Lee, President of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	June 30, 2021 DATE	S. Michael Lee, Secretary of Uniquify, Inc. TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	June 30, 2021 DATE	Jung Ho (Josh) Lee, President of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	June 30, 2021 DATE	S. Michael Lee, Secretary of Uniquify, Inc., its Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing \_\_\_\_\_