н \$40.00 6108

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM688157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HELLOYADA, INC.		11/15/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TRUONGB HOLDINGS, LLC	
Street Address:	850 New Burton Road, Suite 201	
City:	Dover	
State/Country:	DELAWARE	
Postal Code:	19904	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6108627	YADA

CORRESPONDENCE DATA

Fax Number: 2028427899

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.

Phone: 2028427800

Email: trademarks@cooley.com

Correspondent Name: Brian J. Focarino, Cooley LLP

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	333348-20001
NAME OF SUBMITTER:	Brian J. Focarino
SIGNATURE:	/Brian J. Focarino/
DATE SIGNED:	11/15/2021

Total Attachments: 3

source=HelloYada Trademark Assignment (executed)#page1.tif source=HelloYada Trademark Assignment (executed)#page2.tif source=HelloYada Trademark Assignment (executed)#page3.tif

> TRADEMARK REEL: 007494 FRAME: 0946

900656418

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made and delivered as of November 15, 2021 (the "Effective Date") by HELLOYADA, INC., a Delaware corporation (the "Assignor"), for the benefit of TRUONGB HOLDINGS LLC, a Delaware limited liability company, with an address of 850 New Burton Road, Suite 201, Dover, DE 19904 (the "Assignee").

WHEREAS, the Assignor agrees to transfer and assign to the Assignee all of the Assignor's right, title, and interest in and to the Assignor's intellectual property rights, including, without limitation, those trademarks set forth on the attached <u>Schedule A</u> hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith.

Now, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

- 1. The Assignor hereby irrevocably assigns and transfers to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.
- 2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.
- 3. The Assignor authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicts of

TRADEMARK REEL: 007494 FRAME: 0947 laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

HELLOYADA, INC.

TRUONGB HOLDINGS LLC

Name: Brian Truong

RECORDED: 11/15/2021

Title: President

Name: Brian Truong

Title: Managing Member

TRADEMARK REEL: 007494 FRAME: 0948