

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM697808

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Booz Allen Hamilton Inc.  |  | 11/29/2021            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | J2MDZY HOLDINGS, LLC                               |                       |                       |
| <b>Street Address:</b>  | 8300 Boone Blvd.                                   |                       |                       |
| <b>Internal Address:</b>  | Suite 500  |                       |                       |
| <b>City:</b>  | Vienna   |                       |                       |
| <b>State/Country:</b>   | VIRGINIA   |                       |                       |
| <b>Postal Code:</b>   | 22182  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 6234774  | MODZY                 |                       |
| <b>Registration Number:</b>   | 6235112  | MODZY                 |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2124796275   |                       |                       |
| <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>   | 2124796000   |                       |                       |
| <b>Email:</b>   | vcaba@cooley.com                                   |                       |                       |
| <b>Correspondent Name:</b>  | Cooley LLP   |                       |                       |
| <b>Address Line 1:</b>  | 1299 Pennsylvania Avenue, NW, Suite 700            |                       |                       |
| <b>Address Line 2:</b>  | Attn: Veronica Caba                                |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20004                             |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 343985-20000                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Veronica Caba                                      |                       |                       |
| <b>SIGNATURE:</b>   | /VC/   |                       |                       |
| <b>DATE SIGNED:</b>   | 12/27/2021   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=1 Assignment - Booz Allen Hamilton Inc. to J2MDZY Holdings, LLC#page1.tif  |  |                       |                       |
| source=1 Assignment - Booz Allen Hamilton Inc. to J2MDZY Holdings, LLC#page2.tif  |  |                       |                       |

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## **TRADEMARK ASSIGNMENT**

This **Trademark Assignment** (this "Trademark Assignment") is made and entered into as of November 29, 2021 (the "Effective Date") by and between Booz Allen Hamilton Inc., a Delaware corporation (the "Assignor") and J2MDZY Holdings, LLC, a Delaware limited liability company (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Contribution Agreement (as defined below).

**WHEREAS**, pursuant to that certain Contribution Agreement between Assignor and Assignee, dated November 29, 2021 (the "Contribution Agreement") and the terms herein, as of the Effective Date, Assignor wishes to assign to Assignee, and Assignee wishes to assume, all right, title and interest in and to the trademarks and corresponding trademark registrations and applications set forth on Schedule I attached hereto (collectively, the "Assigned Trademarks").

**NOW, THEREFORE**, in consideration of terms and conditions herein and in the Contribution Agreement, and for other good and valuable consideration furnished by Assignee to Assignor, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor agrees to assign, transfer, sell and convey, and hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, including any issuances, extensions, renewals and common law rights therein, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement or misappropriation of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to record and register this Trademark Assignment and to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Assignor shall, upon request of Assignee and without additional consideration, take any and all steps and provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or

other documentation), reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee or any assignee or successor thereto or otherwise effectuate the purposes of this Trademark Assignment.

4. In case any one (1) or more of the provisions contained in this Trademark Assignment is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Trademark Assignment and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

5. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

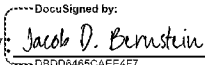
6. This Trademark Assignment shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

**[Remainder of page intentionally left blank.  
Signature page follows.]**

**IN WITNESS WHEREOF**, the Parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

**BOOZ ALLEN HAMILTON INC.,**  
a Delaware corporation

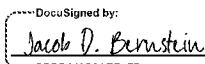
By:   
Name: Jacob D. Bernstein  
Title: Deputy General Counsel & Secretary

Address:  
Booz Allen Hamilton Inc.  
8283 Greensboro Drive  
McLean, VA 22102

**ASSIGNEE:**

**J2MDZY HOLDINGS, LLC,**  
a Delaware limited liability company

By: Booz Allen Hamilton Inc.  
Its: Sole Member

By:   
Name: Jacob D. Bernstein  
Title: Deputy General Counsel & Secretary

**Schedule I to Trademark Assignment**

| <b>Mark</b>   | <b>Country</b>     | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|---|--------------------|-------------------|--------------------|-----------------|------------------|
| MODZY (word)  | United States      | 88/599972         | 30-Aug-2019        | 6234774         | 29-Dec-2020      |
|  | United States      | 88/704860         | 25-Nov-2019        | 6235112         | 29-Dec-2020      |
| MODZY (word)  | Australia          | 2149484           | 16-Jan-2021        |                 | 17-Aug-2021      |
| MODZY (word)  | Canada             | 2077951           | 15-Jan-2021        |                 |                  |
| MODZY (word)  | China              | 53745230          | 20-Feb-2021        |                 |                  |
| MODZY (word)  | China              | 53754735          | 20-Feb-2021        |                 |                  |
| MODZY (word)  | China              | 53749737          | 20-Feb-2021        |                 |                  |
| MODZY (word)  | European Union     | 18377913          | 19-Jan-2021        |                 | 5-Aug-2021       |
| MODZY (word)  | Israel             | 335621            | 19-Jan-2021        |                 |                  |
| MODZY (word)  | Japan              | 2021-005859       | 20-Jan-2021        |                 |                  |
| MODZY (word)  | Korea, Republic of | 40-2021-001-4808  | 22-Jan-2021        |                 |                  |
| MODZY (word)  | New Zealand        | 1168807           | 18-Jan-2021        |                 | 20-Jul-2021      |
| MODZY (word)  | United Kingdom     | UK00003580118     | 15-Jan-2021        |                 | 6-Aug-2021       |