

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShareGrid, Inc.		12/28/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	ShareGrid Platforms, LLC		
Street Address:	217 Rock Creek Lane		
City:	Scarsdale		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5871099	SG SHAREGRID	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Kathleen M. Burch		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	2862053.00006		
NAME OF SUBMITTER:	Kathleen M. Burch		
SIGNATURE:	/Kathleen M. Burch/		
DATE SIGNED:	12/29/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “Assignment”) is entered into as of December 28, 2021 (the “Effective Date”), by and between ShareGrid, Inc., a Washington corporation (the “Assignor”), and ShareGrid Platforms, LLC, a Delaware limited liability company (the “Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, ASSIGNOR hereby represents that it owns all rights, title, and interest in, to and under the trademark and trademark applications identified in Schedule A attached (the “Trademark”).

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in, to and under the Trademark, including any common law trademark rights thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, ASSIGNOR hereby irrevocably and unconditionally assigns, sells, transfers and sets over to the ASSIGNEE, its successors and assigns, free and clear of all liens and encumbrances, all rights, title and interest in, to and under the Trademark, including any and all common law rights thereof, together with the goodwill associated therewith, and any renewals and extensions thereof that may hereafter be secured under the laws in effect in the United States or any other country of jurisdiction throughout the world, free and clear of all encumbrances, and the right to sue, make claims, and recover damages for any and all past, present and future infringements; said ASSIGNEE, its successors and assigns, to have, hold, exercise, and enjoy the Trademark, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term thereof, for the use and benefit of ASSIGNEE, in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR might or could have held and enjoyed the same had this Assignment not been made.

ASSIGNOR hereby warrants and represents that it has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby authorizes and requests the appropriate governmental offices to record this Assignment, and to transfer the Trademark to the ASSIGNEE as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment. Following the execution date, ASSIGNOR shall take such steps and actions, and provide such cooperation and assistance to ASSIGNEE and its successors, assigns, and legal representatives as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark to ASSIGNEE. ASSIGNEE may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by ASSIGNEE.

This Assignment will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.

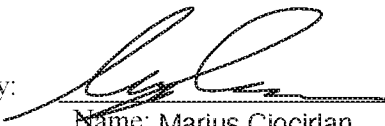
The Parties agree to take any further actions and execute and further documents necessary to carry out the spirit and intent of this Assignment.

This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this Assignment as of the Effective Date.

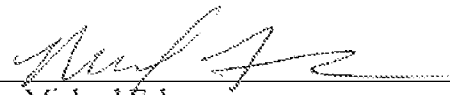
SHAREGRID, INC.

By: 
Name: Marius Ciocirlan
Title: CEO

I have authority to bind ASSIGNOR.

AGREED TO AND ACCEPTED:

SHAREGRID PLATFORMS, LLC

By: 
Name: Michael Felman
Title: President

[Signature Page to Trademark Assignment]