

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698963

<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>
Tierion, Inc.		12/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Notarize, Inc.		
<b>Street Address:</b>	745 Boylston, Suite 600		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5107393	PROOF.COM	
<b>Registration Number:</b>	5415381	PROOF ENGINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178781345		
<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>	6175735850		
<b>Email:</b>	elizabeth.burkhard@hklaw.com		
<b>Correspondent Name:</b>	Elizabeth Burkhard/Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue, 11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	146283.00099		
<b>NAME OF SUBMITTER:</b>	Elizabeth Burkhard		
<b>SIGNATURE:</b>	/Elizabeth Burkhard/		
<b>DATE SIGNED:</b>	12/31/2021		
<b>Total Attachments: 5</b>			
source=Notarize - Proof Trademark Purchase Assignment Agreement (Proof.com)#page1.tif			
source=Notarize - Proof Trademark Purchase Assignment Agreement (Proof.com)#page2.tif			
source=Notarize - Proof Trademark Purchase Assignment Agreement (Proof.com)#page3.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is dated to be effective as of December 30, 2021, by and between Tierion, Inc., a Delaware corporation ("Assignor") and Notarize, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor is the owner of certain trademarks and associated registrations that are identified on Schedule 1 attached to this Agreement (the "Trademarks").

B. Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Proof.com Assets pursuant to the terms and conditions of that certain Domain Name and Trademark Purchase and Assignment Agreement, effective as of the same date as this Agreement and among the parties listed therein (the "Purchase Agreement"), and the capitalized terms used in this Agreement but not otherwise defined herein shall have the definitions set forth in the Purchase Agreement.

C. Assignee wishes to obtain a transfer of all rights and registrations of the Trademarks from Assignor, and Assignor wishes to make such a transfer upon the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, Assignor and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in this Agreement and the Purchase Agreement, agree as follows:

1. **Assignment**. Assignor hereby irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all right, title and interest in and to the Trademarks, together with all goodwill associated therewith (if any) and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, passing off or misappropriation of the Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Trademarks.

2. **Trademark Office Authorization**. Assignor and Assignee represent, warrant, authorize and request the Commissioner for Patents and Trademarks of the United States to register and/or issue all such Trademarks and/or other grants of protection upon said Trademarks to the Assignee or to such nominees as it may designate.

3. **Purchase Agreement**. This Agreement shall be subject to the provisions of the Purchase Agreement, *mutatis mutandis*.

4. **Execution**. Assignor and Assignee have read this Agreement in its entirety and understand its terms and consequences. Each of the undersigned has the authority to enter into this Agreement and bind the party on whose behalf he or she has signed this Agreement.

5. **Recitals**. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, Assignee has executed this Agreement to be effective as of the day and year first written above.

ASSIGNEE:

NOTARIZE, INC.

By: PK

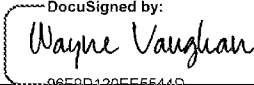
Name: Patrick Kinsel

Title: CEO

**IN WITNESS WHEREOF**, Assignor has executed this Agreement to be effective as of the day and year first written above.

**ASSIGNOR:**

TIERION, INC.

By:  \_\_\_\_\_  
Name: Wayne Vaughan  
Title: CEO