

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701361

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Pioneer Square Labs, Inc.   |  | 09/03/2020            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Pioneer Square Labs Holdings II, LLC               |                       |                       |
| <b>Street Address:</b>  | 240 Second Avenue South, Suite 300                 |                       |                       |
| <b>City:</b>  | Seattle  |                       |                       |
| <b>State/Country:</b>   | WASHINGTON   |                       |                       |
| <b>Postal Code:</b>   | 98104  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>Name:</b>  | Pioneer Square Labs Holdings II-A, LLC             |                       |                       |
| <b>Street Address:</b>  | 240 Second Avenue South, Suite 300                 |                       |                       |
| <b>City:</b>  | Seattle  |                       |                       |
| <b>State/Country:</b>   | WASHINGTON   |                       |                       |
| <b>Postal Code:</b>   | 98104  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 90130119   | SECURE                |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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>   | 206.682.8100                                       |                       |                       |
| <b>Email:</b>   | efiling@cojk.com                                   |                       |                       |
| <b>Correspondent Name:</b>  | Makiko Coffland                                    |                       |                       |
| <b>Address Line 1:</b>  | 1201 Third Avenue, Suite 3600                      |                       |                       |
| <b>Address Line 2:</b>  | Christensen O'Connor Johnson Kindness              |                       |                       |
| <b>Address Line 4:</b>  | Seattle, WASHINGTON 98101                          |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 3179-T12US   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Makiko Coffland                                    |                       |                       |

OP \$40.00 90130119

|   |                   |
|---|-------------------|
| <b>SIGNATURE:</b>   | /Makiko Coffland/ |
| <b>DATE SIGNED:</b>   | 01/11/2022        |
| <b>Total Attachments: 4</b><br>source=Secure - Assignment and Transfer Agreement (PSL to PSLH II).[executed] (4838-0059-6168.3)#page1.tif<br>source=Secure - Assignment and Transfer Agreement (PSL to PSLH II).[executed] (4838-0059-6168.3)#page2.tif<br>source=Secure - Assignment and Transfer Agreement (PSL to PSLH II).[executed] (4838-0059-6168.3)#page3.tif<br>source=Secure - Assignment and Transfer Agreement (PSL to PSLH II).[executed] (4838-0059-6168.3)#page4.tif |                   |

**PIONEER SQUARE LABS**  
**ASSIGNMENT AND TRANSFER AGREEMENT**

This Assignment and Transfer Agreement (this "**Agreement**") is made and entered into as of September 3 2020 ("**Effective Date**") among Pioneer Square Labs Holdings II, LLC, a Delaware limited liability company ("**PSL II**"), Pioneer Square Labs Holdings II-A, LLC, a Delaware limited liability company ("**PSL II-A**," together with PSL II, "**PSL Holdings II**"), and Pioneer Square Labs, Inc., a Delaware corporation ("**PS Labs**").

**Background**

- PS Labs operates a startup studio; developing, validating, and bringing to market products and services.
- PSL II and PSL II-A have incorporated Secure Inc., a Delaware corporation ("**Company**"), in order to provide an emergency savings product to employees, offered as an employer-sponsored benefit ("**Company Product**").
- In connection with Company's development and commercialization work, the parties desire to assign to Company certain intellectual property specifically relating to the Company Product owned by PS Labs in existence of the Effective Date.

**Agreement**

The parties agree as follows:

**1. DEFINITIONS**

1.1 "**Assigned Property**" means all Intellectual Property and Intellectual Property Rights listed as "Assigned Property" in **Exhibit A**.

1.2 "**Excluded Property**" means all Intellectual Property and Intellectual Property Rights owned by PS Labs that are not specific to Company's business (i.e., of general use or application across an industry or market), such as frameworks, tools, methodologies, plugins, enhancements of open source libraries, and other items of general use or applicability, as well as any other new business ideas currently under development by PS Labs, and including the Intellectual Property and Intellectual Property Rights listed as "Excluded Property" in **Exhibit A**.

1.3 "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("**Works of Authorship**"); (b) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

1.4 "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (a) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act; (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act; (c) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act; (e) rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); (f) rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and (g) rights in, arising out of, or associated with domain names.

**2. ASSIGNMENT.** PS Labs hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to PSL Holdings II

and its successors and assigns, all of PS Labs' right, title, and interest in and to the Assigned Property. PS Labs further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to PSL Holdings II and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. PS Labs hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that PS Labs may have in the Assigned Property.

**3. CONSIDERATION.** The board of directors of PS Labs has authorized and approved this Agreement of the assignment of the Assigned Property to its stockholders, PSL II and PSL II-A, pursuant to a distribution under Delaware corporate law, with (i) 67.5% of the interest in the Assigned Property distributed to PSL II-A and (ii) 32.5% of the interest in the Assigned Property distributed to PSL II.

**4. CONFIDENTIALITY.** PS Labs must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of PSL Holdings II. PS Labs must not disclose such Confidential Information to third parties. PS Labs must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to PSL Holdings II and will entitle PSL Holdings II to injunctive relief in addition to all applicable legal remedies.

**5. REPRESENTATIONS AND WARRANTIES.** PS Labs represents and warrants to PSL Holdings II that: (a) PS Labs exclusively owns all right, title, and interest in and to the Assigned Property; (b) PS Labs has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (c) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (d) to PS Labs' knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and (e) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

**6. INDEMNIFICATION.** PS Labs will defend, indemnify, and hold harmless PSL Holdings II, and PSL Holdings II's respective officers, directors, shareholders, successors, and assigns, from and against all third party claims, including any losses, damages, liabilities, costs, and expenses, including attorneys' fees, incurred by Company in connection with the claims, arising from or in connection with any actual or alleged breach by PS Labs of any of the representations or warranties made by PS Labs under this Agreement.

## 7. FURTHER ASSURANCES

7.1 Assistance. PS Labs will take all action and execute all documents as PSL Holdings II may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in PSL Holdings II. In addition, PS Labs will, at the request and sole cost and expense of PSL Holdings II, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as PSL Holdings II may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of PSL Holdings II alone (unless PSL Holdings II otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist PSL Holdings II with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 Power of Attorney. If at any time PSL Holdings II is unable, for any reason, to secure PS Labs' or its personnel's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of PS Labs' unwillingness, or for any other reason whatsoever, PS Labs hereby irrevocably designates and appoints PSL Holdings II and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by PS Labs.

## 8. MISCELLANEOUS

8.1 Nonassignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by a party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

8.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

8.3 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in

writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

8.4 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

8.6 Governing Law. The internal laws of the State of Washington, USA, but not the choice of law rules, govern this Agreement.

8.7 Third Party Beneficiary. The parties agree that Company is an express third party beneficiary of the rights granted to PSL Holdings II under this Agreement and that Company has the right to enforce PSL Holdings II's rights under this Agreement directly against PS Labs.

8.8 Interpretation. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as," "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; and (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive. No ambiguity will be construed against any party based on a claim that the party drafted the language.

8.9 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

Signature Page Follows

The parties have executed and delivered this Agreement as of the Effective Date.

**PIONEER SQUARE LABS, INC.**

DocuSigned by:  
*Geoff Entress*  
Signature: \_\_\_\_\_  
Name: Geoffrey R. Entress  
Title: Vice President  
Address for Notice: 240 2<sup>nd</sup> Ave S #300  
Seattle, WA 98104

**PIONEER SQUARE LABS HOLDINGS II, LLC**  
**PIONEER SQUARE LABS HOLDINGS II-A, LLC**  
By: Pioneer Square Labs Holdings II Management Company LLC  
Its: Managing Member

DocuSigned by:  
*Geoff Entress*  
Signature: \_\_\_\_\_  
Name: Geoffrey R. Entress  
Title: Managing Director  
Address for Notice: 240 2<sup>nd</sup> Ave S #300  
Seattle, WA 98104

**EXHIBIT A**

1. Assigned Property:

- Business and product plans, customer and industry research, preliminary brand/logo assets and product designs, and financial projections
- PSL is contributing the domains savewithsecure.com and securesavings.app

The parties agree that the Assigned Property does not include any Excluded Property.

2. Excluded Property:

- There is no excluded property.