

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703127

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Volley Media, LLC | | 01/12/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Volley Software Inc. | | |
| Street Address: | 11299 North 6000 West | | |
| City: | Highland | | |
| State/Country: | UTAH | | |
| Postal Code: | 84003 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5746674 | VOLLEY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3134817340 | | |
| <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: | 3134817300 | | |
| Email: | tkkroninger@varnumlaw.com | | |
| Correspondent Name: | Timothy K Kroninger | | |
| Address Line 1: | 160 West Fort Street, Fifth Floor | | |
| Address Line 4: | Detroit, MICHIGAN 48226 | | |
| NAME OF SUBMITTER: | Timothy K. Kroninger | | |
| SIGNATURE: | /Timothy K. Kroninger/ | | |
| DATE SIGNED: | 01/19/2022 | | |
| Total Attachments: 2 | | | |
| source=VOLLEY Trademark Assignment Agreement_FULLY EXECUTED 1-12-2022#page1.tif | | | |
| source=VOLLEY Trademark Assignment Agreement_FULLY EXECUTED 1-12-2022#page2.tif | | | |

CH \$40.00 5746674

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Assignment**") is effective as of the date of the last signature below (the "**Effective Date**"), and is made by and between Volley Media, LLC, a Delaware limited liability company ("**Assignor**"), and Volley Software Inc., a Delaware corporation ("**Assignee**").

Whereas, Assignor and Assignee are parties to a Settlement Agreement ("**Settlement**"); and

Whereas, Assignor agreed to assign its VOLLEY trademark and Registration (defined below) to Assignee in exchange for certain consideration, which has now been received;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the VOLLEY trademark (the "**Trademark**"), including:

(a) the goodwill connected with the use of the Trademark and symbolized thereby, U.S. Registration No. 5746674 (the "**Registration**"), and all issuances, extensions and renewals thereof;

(b) 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;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks of the U.S. Patent & Trademark Office (the "**Trademark Office**") and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademark and Registration is properly assigned to Assignee, or any assignee or successor thereto.

3. **Signatures; Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered by facsimile, e-mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

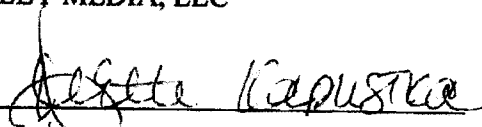
4. **Successors and Assigns.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Choice of Law.** This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this Assignment to the law of another jurisdiction.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment as of the Effective Date.

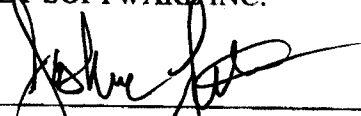
ASSIGNOR

VOLLEY MEDIA, LLC

By: 
Name: Deette Kapustka
Title: CEO - Vice President
Date: 1/6/2022

ASSIGNEE

VOLLEY SOFTWARE INC.

By: 
Name: Joshua Little
Title: CEO & President
Date: 1/12/2022