

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704384

<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>
Revive a Phone Limited d/b/a WeFix		12/31/2021	Corporation: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Likewise Corp.		
<b>Street Address:</b>	1900 W. Kirkwood Blvd.		
<b>Internal Address:</b>	Suite 1600 C		
<b>City:</b>	Southlake		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76092		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88943440	WE FIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127595646		
<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>	312-357-1313		
<b>Email:</b>	melissa.vallone@btlaw.com		
<b>Correspondent Name:</b>	Melissa A. Vallone		
<b>Address Line 1:</b>	P.O. Box 2786		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2786		
<b>ATTORNEY DOCKET NUMBER:</b>	57323-332654 (#352891)		
<b>NAME OF SUBMITTER:</b>	Melissa Vallone		
<b>SIGNATURE:</b>	/mvallone/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 14</b>			
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## Trademark Assignment and License Back Agreement

This Trademark Assignment and License Back Agreement (this “**Agreement**”), is entered into on December 31, 2021, with an effective date of January 1, 2021 (“**Effective Date**”) between Revive a Phone Limited d/b/a WeFix, a company formed under the laws of England and Wales (“**Assignor**”), and Likewize Corp., a Delaware Corporation (“**Assignee**”). Assignor and Assignee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Assignor is in the business of providing its customers access to its tablet and smartphone mobile repair service platform (“**Assignor Business**”);

WHEREAS, Assignor desires to assign the Trademarks (as defined below) to Assignee and to obtain a license back to the Trademarks to be used by Assignor in the manner in which they are used currently with the Assignor Services;

WHEREAS, Assignee desires to accept the assignment of the Trademarks and to grant the license-back, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, inconsideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Assignor Services**” means services provided by Assignor as part of the Assignor Business.

(b) “**Field of Use**” means isolated sales of Assignor Services direct to a customer on a standalone basis.

(c) “**Territory**” means the United Kingdom.

2. Assignment. The Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the trademark (registered and unregistered) identified on Exhibit A and any derivation thereof (“**Trademarks**”), together with (a) its entire right, title and interest in and to any and all registrations of the Trademark heretofore granted or applied for, (b) any and all common law rights to the Trademark in any country in the world, and (c) any and all claims and demands Assignor may have either at law or in equity arising out of any past infringements. The Parties agree to execute any additional reasonably necessary documentation to effectuate the assignment under this Section. In consideration of the assignment set forth in this Section 2, Assignee shall pay [REDACTED] within three (3) business days, by wire transfer of immediately available funds.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Miscellaneous.

(a) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a)

when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Assignor:                    Revive a Phone Limited  
Address: Unit 2, Crewe Logistics Park,  
Jack Mills Way, Shavington, Crewe, Cheshire,  
United Kingdom, CW2 5XF  
E-mail: Gerry.OKeeffe@likewize.com  
Attention: Gerard Patrick O’Keeffe

If to Assignee:                    Likewize Corp.  
Address: 1900 W Kirkwood Blvd, Suite 1600 C  
Southlake, TX 76092  
E-mail: Jermaine.Hunt@likewize.com  
Attention: Jay Hunt, Chief Legal Officer

(b)    Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(c)    Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d)    Entire Agreement. This Agreement and the documents referred to herein constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents referred to herein, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

(e)    Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Assignor may not assign its rights or obligations hereunder without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

(f) No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(i) Governing Law. The assignment set forth in Section 2 of this Agreement shall be governed by the laws of the country as applicable to each trademark registration set forth in Exhibit A. The remainder of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(j) Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the county of Tarrant, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(k) Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(l) Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Revive a Phone Limited**

By:   
Name: GERARD PATRICK O'KEEFE  
Title: DIRECTOR

**Likewise Corp.**

By: \_\_\_\_\_  
Name: Jack A. Negro  
Title: CFO/Officer

*[Signature Page to Trademark Assignment and License Back Agreement]*

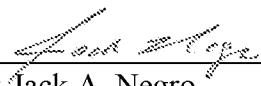


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Revive a Phone Limited**


By: \_\_\_\_\_  
Name: Gerard Patrick O'Keeffe  
Title: Director


**Likewise Corp.**


By:  \_\_\_\_\_  
Name: Jack A. Negro  
Title: CFO/Officer


**EXHIBIT A**

Trademarks:

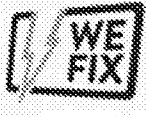
Country	Trademark	App. No.   App. Date   Reg. No.   Reg. Date	Goods/Services (Full)	Status/Status Date
USA		App. No.:88943440 App. Date: June 2, 2020 Reg. No.:6533426 Reg. Date: October 26, 2021	(Int'l Class(es) 37) Photographic apparatus repair; telephone and electronic tablet repair; maintenance and repair of telephones and electronic tablets; mobile telephone and tablet repair services provided at the customer's location; repair and maintenance of smartphones; repair of electronic apparatus; maintenance and repair of communications systems; maintenance and repair of computers; installation, maintenance and repair of computer hardware; repair of telephone apparatus; repair information; telephone installation and repair; installation, cleaning, maintenance and repair services of telecommunications apparatus and instruments; installation, cleaning, maintenance and repair services of telephones, mobile phones, smart phones, and tablets; installation, cleaning, maintenance and repair of computers, computer hardware, and computer peripherals; electronic device repairs, namely, repair of sat nav, mobile phones, game consoles; laptop computer repairs; camera and camcorder repair; tablet repairs; mp3 player repairs; repair, maintenance and installation of telephones, mobile	Registered October 26, 2021

			phones, cellular phones, computers and electric and electronic equipment; provision of information relating to the aforementioned services; advisory, information, and consultancy services relating to all of the aforementioned services	
Canada		App. No.:2031253 App. Date: May 28, 2020	(Int'l Class(es) 37) Services: photographic apparatus repair; telephone and tablet (electronic) repair; maintenance and repair of telephones and tablets (electronic); mobile telephone and tablet repair services provided at the customer's location; repair and maintenance of smartphones; repair of electronic apparatus; maintenance and repair of communications systems; maintenance and repair of computers; installation, maintenance and repair of computer hardware; repair of telephone apparatus; repair information; telephone installation and repair; installation, cleaning, maintenance and repair services in connection with telecommunications apparatus and instruments; installation, cleaning, maintenance and repair services in connection with telephones, mobile phones, smart phones, tablets and other computing devices; installation,	Filed May 28, 2020

			cleaning, maintenance and repair of computers, computer hardware, and computer peripherals; electronic device repairs namely sat nav, mobile phones, game consoles; laptop computer repairs, camera and camcorder repair, tablet repairs, mp3 player repairs and other electronic devices; repair, maintenance and installation of telephones, mobile phones, cellular phones, computers and electric and electronic equipment; provision of information relating to the aforementioned services; advisory, information and consultancy services relating to all of the aforementioned services.	
United Kingdom	WEFIX	App. No.:3068998 App. Date: August 18, 2014 Reg. No.:3068998 Reg. Date: December 19, 2014	(Int'l Class(es) 01) Moisture displacement solution. (Int'l Class(es) 37) Repair of electronic devices.	Registered
United Kingdom		App. No.:3000835 App. Date: April 6, 2013 Reg. No.:3000835 Reg. Date: July 19, 2013	(Int'l Class(es) 37) Repair of electronic devices.	Registered

<p>United Kingdom</p>		<p>App. No.:3281995  App. Date: January 11, 2018  Reg. No.:3281995  Reg. Date: December 14, 2018</p>	<p>(Int'l Class(es) 36)  Insurance; financial affairs; monetary affairs; services of credit institutions other than banks; services of credit brokers dealing in repayment plans; services dealing with insurance such as services rendered by agents or brokers engaged in insurance, services rendered to insured, and insurance underwriting services; insurance brokerage; insurance consultancy; insurance information; loans [financing]; repair costs evaluation [financial appraisal]; financial services related to payment plans; warranty services.  (Int'l Class(es) 37)  Photographic apparatus repair; telephone and tablet (electronic) repair; maintenance and repair of telephones and tablets (electronic); mobile telephone and tablet repair services provided at the customer's location; repair and maintenance of smartphones; repair of electronic apparatus; maintenance and repair of communications systems; maintenance and repair of computers; installation, maintenance and repair of computer hardware; repair of telephone apparatus; repair information; telephone installation and repair; installation, cleaning, maintenance and repair services in connection with telecommunications apparatus and instruments; installation,</p>	<p>Registered</p>
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			cleaning, maintenance and repair services in connection with telephones, mobile phones, smart phones, tablets and other computing devices; installation, cleaning, maintenance and repair of computers, computer hardware, and computer peripherals; electronic device repairs namely sat nav, mobile phones, game consoles; laptop computer repairs, camera and camcorder repair, tablet repairs, mp3 player repairs and other electronic devices; repair, maintenance and installation of telephones, mobile phones, cellular phones, computers and electric and electronic equipment; provision of information relating to the aforementioned services; advisory, information and consultancy services relating to all of the aforementioned services.	
United Kingdom		App. No.:3267855 App. Date: November 2, 2017 Reg. No.:3267855 Reg. Date: January 26, 2018	(Int'l Class(es) 37) Repair and maintenance of computer and telecommunications hardware;repair and maintenance of smartphones;repair of computer hardware;repair of computers;repair of consumer electric appliances;repair of damaged computers;repair of electrical equipment;repair of electronic apparatus;repair of electronic business equipment;repair of radio equipment;repair of telecommunication machines and apparatus;repair of telephone	Registered

			apparatus;repair or maintenance of computers;repair or maintenance of consumer electric appliances;repair or maintenance of telecommunication machines and apparatus;repair or maintenance of telephone apparatus.	
Australia		App. No.:2092729 App. Date: June 2, 2020 Reg. No.:2092729 Reg. Date: June 2, 2020	(Int'l Class(es) 37) Photographic apparatus repair; telephone and tablet (electronic) repair; maintenance and repair of telephones and tablets (electronic); mobile telephone and tablet repair services provided at the customer's location; repair and maintenance of smartphones; repair of electronic apparatus; maintenance and repair of communications systems; maintenance and repair of computers; installation, maintenance and repair of computer hardware; repair of telephone apparatus; repair information; telephone installation and repair; installation, cleaning, maintenance and repair services in connection with telecommunications apparatus and instruments; installation, cleaning, maintenance and repair services in connection with telephones, mobile phones, smart phones, tablets and other computing devices; installation, cleaning, maintenance and repair of computers, computer hardware, and computer peripherals; electronic device repairs namely sat nav, mobile	Registered

		phones, game consoles; laptop computer repairs, camera and camcorder repair, tablet repairs, mp3 player repairs and other electronic devices; repair, maintenance and installation of telephones, mobile phones, cellular phones, computers and electric and electronic equipment; provision of information relating to the aforementioned services; advisory, information and consultancy services relating to all of the aforementioned services	
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