

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J2 Cloud Services, LLC		09/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeepItSafe, Inc.		
Street Address:	700 S. Flower St., 15th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5915531	GLOBALSELECT	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8712		
Email:	Dykema-tm@dykema.com		
Correspondent Name:	Jennifer Fraser		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jennifer Fraser		
SIGNATURE:	/jf/		
DATE SIGNED:	02/08/2022		
Total Attachments: 6			
source=IP Assignment Agreement (J2 Cloud Services, LLC to KeepItSafe, Inc.)#page1.tif			
source=IP Assignment Agreement (J2 Cloud Services, LLC to KeepItSafe, Inc.)#page2.tif			
source=IP Assignment Agreement (J2 Cloud Services, LLC to KeepItSafe, Inc.)#page3.tif			
source=IP Assignment Agreement (J2 Cloud Services, LLC to KeepItSafe, Inc.)#page4.tif			
source=IP Assignment Agreement (J2 Cloud Services, LLC to KeepItSafe, Inc.)#page5.tif			

CH \$40.00 5915531

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”) is made, as of September 17, 2021, by **J2 Cloud Services, LLC**, a Delaware limited liability company (“**ASSIGNOR**”), in favor of **KeepItSafe, Inc.**, a Delaware corporation (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Stock and Asset Purchase Agreement, dated September 17, 2021 (the “**Purchase Agreement**”), pursuant to which ASSIGNOR wishes to assign, transfer, and deliver to ASSIGNEE certain patents and trademarks, and to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions (“**Government Agencies**”).

NOW, THEREFORE, in consideration 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. Assignment. ASSIGNOR, as legal and beneficial owner, hereby irrevocably conveys, transfers, and assigns to ASSIGNEE, and ASSIGNEE hereby accepts by execution of this Assignment, all of ASSIGNOR’s right, title, and interest, in and to the following (the “**ASSIGNOR IP Rights**”):

(a) the patents and patent applications set forth on Exhibit A-1 hereto and all issuances, extensions, and renewals thereof, the same to be held and enjoyed by ASSIGNEE and its successors and assigns entirely as if the same would have been held and enjoyed by ASSIGNOR had this assignment not been made;

(b) the trademark and service mark registrations and trademark and service mark registration applications set forth on Exhibit A-2 hereto, all issuances, extensions, and renewals thereof and any common law rights in each case therein, together with the goodwill of the business symbolized thereby;

(c) all rights of any kind whatsoever of ASSIGNOR accruing under any of the foregoing provided by applicable law of any jurisdiction (including but not limited to statutory and common law rights), by international treaties and conventions, and otherwise throughout the world;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 and the ASSIGNOR hereby agrees and acknowledged that it retains no further right or interest in or to the ASSIGNOR IP Rights.

2. Effective Time; Designation. At the request of Purchasers (as defined in the Purchase Agreement), this IP Assignment shall be effective immediately following the Closing (as defined in the Purchase Agreement), and Purchasers have designated ASSIGNEE to receive the ASSIGNOR IP Rights on their behalf.

3. Recordation and Further Actions. Following the date hereof, at ASSIGNEE's request, ASSIGNOR shall, take such steps and actions, and provide such cooperation and assistance to ASSIGNEE and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, maintain or perfect the assignment of the ASSIGNOR IP Rights to ASSIGNEE, or any ASSIGNEE or successor thereto. Notwithstanding the foregoing, ASSIGNOR shall not be responsible for filing fees incurred by ASSIGNEE in connection with the recording of this IP Assignment with the Government Agencies. The ASSIGNOR undertakes to use commercially reasonable efforts to make available to the ASSIGNEE all documentation relating to the ASSIGNOR IP Rights which has not yet been provided or where applicable, such documentation that will come into the possession or control of the ASSIGNOR.

4. Moral Rights. ASSIGNOR hereby waives any and all moral rights arising under applicable law with respect to the ASSIGNOR IP Rights and, to the extent permitted by applicable law, any equivalent rights the ASSIGNOR may have in any territory of the world.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

6. Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, 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 IP Assignment.

7. Successors and Assigns. This IP Assignment shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its respective successors and assigns.

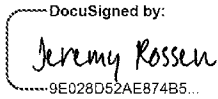
8. Governing Law. This IP Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this IP Assignment as of the date first above written.

ASSIGNOR

J2 CLOUD SERVICES, LLC

By:  9E028D52AE874B5...

Name: Jeremy Rossen
Title: Vice President, General
Counsel and Secretary

ASSIGNEE

KEEPITSAFE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this IP Assignment as of the date first above written.

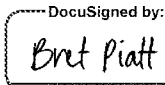
ASSIGNOR

J2 CLOUD SERVICES, LLC

By: _____
Name:
Title:

ASSIGNEE

KEEPITSAFE, INC.

By:  _____
Name: Bret Piatt
Title: President

[Signature Page to IP Assignment Agreement]