

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purch Group, LLC		01/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monolith Technologies Inc.		
Street Address:	539 W. Commerce St #1916		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75208		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4324525	SLIDE2PAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	916-838-6688		
Email:	rfk.innovate@gmail.com		
Correspondent Name:	Robert Kramer		
Address Line 1:	3941 Park Dr., Suite 20-299		
Address Line 4:	El Dorado Hills, CALIFORNIA 95762		
NAME OF SUBMITTER:	Robert Kramer		
SIGNATURE:	/Robert Kramer/		
DATE SIGNED:	02/25/2022		
Total Attachments: 4			
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OP \$40.00 4324525

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is entered into as of January 5, 2022 (the “**Effective Date**”), by and between Purch Group, LLC, a Delaware limited liability company (“**Assignor**”), and Monolith Technologies Inc., a Delaware corporation (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Assignment individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignor is the owner of the intellectual property set forth in Schedule A hereto, together with the goodwill associated therewith (collectively referred to as the “**Transferred IP**”); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement, dated as of November 1, 2018 (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, its entire right, title and interest in and to all Transferred IP, among other assets.

NOW, THEREFORE, for the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys, and Assignee hereby accepts, any and all right, title, and interest Assignor may have in and to the Transferred IP, together with the rights to any registrations, pending applications, or common law unregistered rights related thereto, together with and including the goodwill associated with the Transferred IP and 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 relief 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, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Transferred IP as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

3. Asset Purchase Agreement. This Assignment is made in accordance with and is subject to all of the representations, warranties, covenants and the other terms and conditions set forth in the Asset Purchase Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Asset Purchase Agreement shall control the terms and conditions of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable Laws of the State of Delaware without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Laws of any other jurisdiction other than the applicable Laws of the United States of America, where applicable.

5. Counterparts. This 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. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.


[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

PURCH GROUP, LLC

Date: 5th January 2022

By: 

Name: Sarah Hill

Title: Group Legal Director

ASSIGNEE:

MONOLITH TECHNOLOGIES INC.

Date: 5th January 2022

By: _____

Name: John S. Boyd

Title: CEO

Schedule A

Transferred IP

Trademarks:

Trademark	Serial No.	Application Date	Registration No.	Registration Date
SLIDE2PAY	85756797	October 17, 2012	4324525	April 23, 2013
SLIDE2PAY	85756732	October 17, 2012	4324524	April 23, 2013
ShopSavvy	77571663	September 16, 2008	3618894	May 12, 2009
SHOPSAVVY	85720002	September 4, 2012	4706096	March 24, 2015
AdOns	85028394	May 3, 2010	3893403	Dec. 21, 2010

Patents:

Patent No.	Application Date	Grant Date
9,953,314	October 11, 2012	April 24, 2018