

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/15/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOGETHER LABS, INC.		11/30/2021	Corporation:

RECEIVING PARTY DATA

Name:	IMVU, LLC
Street Address:	1001 MARSHALL ST., SUITE 100
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5213891	WITHMOJI
Registration Number:	5539173	IMVU
Registration Number:	3323489	IMVU
Registration Number:	3323554	IMVU
Registration Number:	3323488	IMVU
Registration Number:	3323556	IMVU
Registration Number:	3323487	IMVU
Registration Number:	3323555	IMVU
Registration Number:	3384205	IMVU
Registration Number:	3384214	C
Registration Number:	3384212	IMVU
Registration Number:	3977135	IMVU

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4082869800

Email: trademark@hopkinscarley.com

OP \$315.00 5213891

Correspondent Name: Lynn M. Humphreys
Address Line 1: 70 S 1ST ST
Address Line 4: SAN JOSE, CALIFORNIA 95113

NAME OF SUBMITTER: Lynn M. Humphreys

SIGNATURE: /Lynn M. Humphreys/

DATE SIGNED: 02/28/2022

Total Attachments: 6

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Trademark Assignment

This Trademark Assignment Agreement (the “**Trademark Assignment**”) is entered into and is effective as of October 15, 2021 (the “**Effective Date**”), by and between, Together Labs, Inc., a Delaware corporation, having a principal place of business at 1001 Marshall Street, Suite 100, Redwood City, CA 94063 (“**Assignor**”) and IMVU, LLC, a Delaware limited liability company having a principal place of business at 1001 Marshall Street, Suite 100, Redwood City, CA 94063 (the “**Assignee**”).

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 following:

1.1 the trademark application(s) set forth on Schedule 2 and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the portion of the business to which the marks pertain and any goodwill of such business connected with the use of, and symbolized by, the Assigned Trademarks;

1.2 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;

1.3 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

1.4 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.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of all entities or agencies in any applicable jurisdiction to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Assignee:

IMVU LLC,
A Delaware limited liability company

Assignor:

Together Labs, Inc.,
a Delaware corporation

Kevin Henshaw _____

Name: Kevin Henshaw

By: President

Date of Execution: 11/29/2021

Daren Tsui _____

Name: Daren Tsui

Title: CEO

Date of Execution: 11/30/2021

SCHEDULE 2**Trademarks**

Trademark Registrations			
Title	Jurisdiction	Registration Number	Registration Date
IMVU	United States	3323487	10/30/2007
IMVU	United States	3323488	10/30/2007
IMVU	United States	3323489	10/30/2007
IMVU	United States	3384205	02/19/2008
IMVU	Australia	1164984	09/24/2007
IMVU	Canada	TMA722451	08/27/2008
IMVU	China	5932235	04/14/2010
IMVU	China	5932236	02/14/2010
IMVU	China	5932237	04/14/2010
IMVU	China	9400426	08/28/2012
IMVU	European Union	005734124	03/28/2008
IMVU	Japan	5143019	06/20/2008
IMVU	Mexico	1020670	01/24/2008
IMVU	Mexico	1020671	01/24/2008
IMVU	Mexico	1027548	02/28/2008
IMVU	Mexico	1037027	04/28/2008
IMVU	Mexico	1059222	08/29/2008
IMVU	Norway	243830	01/24/2008
IMVU	Singapore	T07/09586I	05/03/2007
IMVU	Singapore	T07/09587G	05/03/2007
IMVU	Singapore	T07/09588E	05/03/2007
IMVU	Singapore	T07/09590G	05/03/2007
IMVU	Singapore	T07/19346A	09/27/2007
IMVU	Switzerland	560544	07/24/2007
IMVU	United Kingdom	UK00905734124	03/28/2008
IMVU (stylized)	China	39047136	05/14/2021
IMVU & Design	United States	3323554	10/30/2007
IMVU & Design	United States	3323555	10/30/2007
IMVU & Design	United States	3323556	10/30/2007
IMVU & Design	United States	3384212	02/19/2008
IMVU & Design	United States	3977135	06/14/2011
IMVU & Design	United States	5539173	08/14/2018
IMVU & Design	Canada	TMA847067	03/26/2013
IMVU & Design	Mexico	1201033	02/11/2011
IMVU & Design	Mexico	1201034	02/11/2011
IMVU & Design	Mexico	1201035	02/11/2011

Trademark Registrations			
IMVU & Design	Mexico	1204288	02/28/2011
IMVU & Design	Mexico	1264508	02/02/2012
IMVU & Design	Mexico	1280373	04/19/2012
IMVU & Design	United Kingdom	UK00801059824	11/01/2010
IMVU & Design	WIPO	1059824	11/01/2010
IMVU & Design	Australia	1059824	11/01/2010
IMVU & Design	China	1059824	11/01/2010
IMVU & Design	European Union	1059824	11/01/2010
IMVU & Design	Japan	1059824	11/01/2010
IMVU & Design	Norway	1059824	11/01/2010
IMVU & Design	Singapore	1059824	11/01/2010
IMVU & Design	Switzerland	1059824	11/01/2010
C & Design	United States	3384214	02/19/2008
C & Design	Canada	TMA811835	11/16/2011
C & Design	China	10077705	12/14/2012
C & Design	Mexico	1264504	02/02/2012
C & Design	Mexico	1280372	04/19/2012
C & Design	United Kingdom	UK00801053265	09/29/2010
C & Design	WIPO	1053265	09/29/2010
C & Design	Australia	1053265	09/29/2010
C & Design	European Union	1053265	09/29/2010
C & Design	Japan	1053265	09/29/2010
C & Design	Norway	1053265	09/29/2010
C & Design	Singapore	1053265	09/29/2010
C & Design	Switzerland	1053265	09/29/2010
WITHMOJI	United States	5213891	05/30/2017
WITHMOJI	Canada	TMA1061729	11/04/2019
WITHMOJI	China	23769275	04/14/2018
WITHMOJI	China	23769276	04/14/2018
WITHMOJI	China	23769277	04/14/2018
WITHMOJI	Taiwan	01902899	03/01/2018
WITHMOJI	WIPO	1354388	04/20/2017
WITHMOJI	Australia	1354388	04/20/2017
WITHMOJI	European Union	1354388	04/20/2017
WITHMOJI	India	1354388	04/20/2017
WITHMOJI	Japan	1354388	04/20/2017
WITHMOJI	Mexico	1354388	04/20/2017
WITHMOJI	Norway	1354388	04/20/2017
WITHMOJI	Republic of Korea	1354388	04/20/2017
WITHMOJI	Singapore	1354388	04/20/2017
WITHMOJI	Switzerland	1354388	04/20/2017
WITHMOJI	United Kingdom	1354388	04/20/2017

Trademark Registrations			
WITHMOJI	United Kingdom	UK00801354388	04/20/2017
爱福游 (Ai Fu You)	China	41691171	07/07/2020
爱福游 (Ai Fu You)	China	41693683	06/28/2020
爱福游 (Ai Fu You)	China	41693721	06/21/2020
爱福游 (Ai Fu You)	China	41694906	06/28/2020
爱福游 (Ai Fu You)	China	41696718	07/14/2020
爱福游 (Ai Fu You)	China	41696807	08/07/2020
爱福游 (Ai Fu You)	China	41703474	06/21/2020

Trademark Applications			
Title	Jurisdiction	Application Number	Application Date
IMVU	China	42110457	11/05/2019