

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	10/15/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOGETHER LABS, INC.		11/30/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WithMe Entertainment LLC		
<b>Street Address:</b>	1001 MARSHALL ST., SUITE 100		
<b>City:</b>	REDWOOD CITY		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88788856	WITHME	
<b>Serial Number:</b>	88864050	WM WITHME	
<b>Serial Number:</b>	90223061	WITH.ME	
<b>Serial Number:</b>	90223095	WITHME.COM	
<b>Serial Number:</b>	90221162	WITHME	
<b>Serial Number:</b>	90221166	WITHME	
<b>Serial Number:</b>	90313211	WITHME	
<b>Serial Number:</b>	88662872	WITHME	
<b>Serial Number:</b>	88662868	WITHME	
<b>Registration Number:</b>	4576599	WITHME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4082869800		
<b>Email:</b>	trademark@hopkinscarley.com		
<b>Correspondent Name:</b>	Lynn M. Humphreys		
<b>Address Line 1:</b>	70 S 1ST ST		
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95113		

OP \$265.00 88788856

<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys
<b>SIGNATURE:</b>	/Lynn M. Humphreys/
<b>DATE SIGNED:</b>	03/04/2022
<b>Total Attachments: 7</b> source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page1.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page2.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page3.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page4.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page5.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page6.tif source=WithMe Entertainment - Assignment - HC_DOCS-#3894245-v1-COMPLETED_WithMe_Assignment_11_30_2021_#page7.tif	

## 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 WithMe Entertainment, 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:**

WithMe Entertainment LLC,  
*A Delaware limited liability company*

**Assignor:**

Together Labs, Inc.,  
*a Delaware corporation*

*Kevin Henshaw* \_\_\_\_\_

Name: Kevin Henshaw

By: VP, Operations

Date of Execution: 11/29/2021

*Daren Tsui* \_\_\_\_\_

Name: Daren Tsui

Title: CEO

Date of Execution: 11/30/2021

**SCHEDULE 2****Trademarks**

<b>Trademark Registrations</b>			
<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
WITHME	United States	4576599	07/29/2014
WITHME	Canada	TMA954626	11/08/2016
WITHME	China	11715328	04/14/2014
WITHME	China	11715329	04/14/2014
WITHME	China	11715330	05/21/2014
WITHME	China	11715331	04/14/2014
WITHME	Hong Kong	305428747	10/27/2020
WITHME	India	2427452	09/05/2014
WITHME	India	2427453	09/10/2016
WITHME	India	2427454	11/12/2012
WITHME	India	2427455	09/05/2014
WITHME	India	2427456	09/11/2016
WITHME	India	2427457	09/15/2014
WITHME	Mexico	1406808	10/25/2013
WITHME	Mexico	1407061	10/28/2013
WITHME	Mexico	1432028	02/06/2014
WITHME	Mexico	1455624	05/20/2014
WITHME	Mexico	1530957	04/21/2015
WITHME	Republic of Korea	45-0048756	03/28/2014
WITHME	Taiwan	01836915	04/16/2017
WITHME	United Kingdom	UK00801185849	04/30/2013
WITHME	WIPO	1532495	04/09/2020
WITHME	Australia	1532495	04/09/2020
WITHME	Brazil	1532495	04/09/2020
WITHME	European Union	1532495	04/09/2020
WITHME	Indonesia	1532495	04/09/2020
WITHME	New Zealand	1532495	04/09/2020
WITHME	Norway	1532495	04/09/2020
WITHME	Russian Federation	1532495	04/09/2020
WITHME	Singapore	1532495	04/09/2020
WITHME	Switzerland	1532495	04/09/2020
WITHME	Turkey	1532495	04/09/2020
WITHME	United Kingdom	1532495	04/09/2020
WITHME	United Kingdom	UK00801532495	04/09/2020

Trademark Registrations			
WITHME	WIPO	1185849	04/30/2013
WITHME	Australia	1185849	04/30/2013
WITHME	European Union	1185849	04/30/2013
WITHME	Norway	1185849	04/30/2013
WITHME	Singapore	1185849	04/30/2013
WITHME	Switzerland	1185849	04/30/2013
WITHME (2019)	China	40682622	04/14/2020
WITHME (2019)	China	40685541	04/14/2020
WITHME (2019)	China	40685835	08/21/2020
WITHME (2019)	China	40705208	04/14/2020
WITHME (2019)	China	40708886	10/14/2020
WITHME & Design	Hong Kong	305253138	04/21/2020
WITHME & Design	Hong Kong	305428756	10/27/2020
WITHME & Design	Taiwan	02123758	02/16/2021
WITHME & Design	WIPO	1540850	04/20/2020
WITHME & Design	Australia	1540850	04/20/2020
WITHME & Design	European Union	1540850	04/20/2020
WITHME & Design	India	1540850	04/20/2020
WITHME & Design	Indonesia	1540850	04/20/2020
WITHME & Design	Russian Federation	1540850	04/20/2020
WITHME & Design	Switzerland	1540850	04/20/2020
WITHME & Design	Turkey	1540850	04/20/2020
WITHME & Design	United Kingdom	1540850	04/20/2020
WITHME & Design	United Kingdom	UK00801540850	04/20/2020
WITH ME & Device	Japan	5780202	07/24/2015
同我游 (Tong Wo You)	China	41683940	07/21/2020
同我游 (Tong Wo You)	China	41687240	08/07/2020
同我游 (Tong Wo You)	China	41691092	06/21/2020
同我游 (Tong Wo You)	China	41691200	08/07/2020
同我游 (Tong Wo You)	China	41692228	06/21/2020
同我游 (Tong Wo You)	China	41697625	06/28/2020
同我游 (Tong Wo You)	China	41703503	08/07/2020

Trademark Applications			
Title	Jurisdiction	Application Number	Application Date
WITHME	United States	88662868	10/21/2019
WITHME	United States	88788856	02/07/2020
WITHME	United States	90221166	09/29/2020
WITHME	United States	90313211	11/11/2020
WITHME	China	50593099	10/21/2020
WITHME	China	50598917	10/21/2020
WITHME	Taiwan	109075453	10/27/2020
WITHME	WIPO	1532495	04/09/2020
WITHME	Canada	2030916 / IRN 1532495	04/09/2020
WITHME	India	1532495	04/09/2020
WITHME	Japan	1532495	04/09/2020
WITHME	Mexico	1532495	04/09/2020
WITHME	Philippines	1532495	04/09/2020
WITHME	Republic of Korea	1532495	04/09/2020
WITHME	Thailand	1532495	04/09/2020
WITHME (2019)	China	40682596	08/29/2019
WITHME (2019)	China	41772230	10/21/2019
WITHME (2019) Backup	China	52560057	12/28/2020
WITHME (2021)	China	57681574	07/14/2021
WITHME (2021)	China	57978299	07/26/2021
WITHME & Design	United States	88662872	10/21/2019
WITHME & Design	United States	88864050	04/08/2020
WITHME & Design	United States	90221162	09/29/2020
WITHME & Design	Taiwan	109075452	10/27/2020
WITHME & Design	WIPO	1540850	04/20/2020
WITHME & Design	Brazil	1540850	04/20/2020
WITHME & Design	Canada	2039943 / IRN 1540850	04/20/2020
WITHME & Design	China	1540850	07/16/2020
WITHME & Design	Japan	1540850	04/20/2020
WITHME & Design	Mexico	1540850	04/20/2020
WITHME & Design	New Zealand	1540850	04/20/2020
WITHME & Design	Norway	1540850	04/20/2020
WITHME & Design	Philippines	1540850	04/20/2020
WITHME & Design	Republic of Korea	1540850	04/20/2020
WITHME & Design	Singapore	1540850	04/20/2020
WITHME & Design	Thailand	1540850	04/20/2020
WithMe Design	China	50593078	10/21/2020
WithMe Design	China	50602181	10/21/2020
WITHME.COM	United States	90223095	09/29/2020

Trademark Applications			
.WITHME	United States	90223034	09/29/2020
WITH.ME	United States	90223061	09/29/2020
MORE FUN TOGETHER	United States	90223005	09/29/2020