

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OM One LLC		03/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Starship Technologies Netherlands B.V.		
Street Address:	Amstelveenseweg 00760		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1081JK		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87466459	MIMO	
Serial Number:	87466449	MIMO	
Serial Number:	87496005	MIMO	
Serial Number:	87466461	MIMO	
Serial Number:	87466455	MIMO	
CORRESPONDENCE DATA			
Fax Number:	4154421001		
<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:	4154421301		
Email:	carla.oakley@morganlewis.com		
Correspondent Name:	Carla B. Oakley		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	131383-2000		
NAME OF SUBMITTER:	Carla B. Oakley		
SIGNATURE:	/Carla B. Oakley/		
DATE SIGNED:	03/15/2022		

CH \$140.00 87466459

Total Attachments: 6

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GLOBAL TRADEMARK ASSIGNMENT AGREEMENT

This Global Trademark Assignment Agreement (the “Agreement”) is made as of the last date of signature (the “Effective Date”), by and between OM One LLC, a Delaware limited liability company, located at 15260 Ventura Boulevard, 20th Floor Sherman Oaks, 91403 (“Assignor”), and Starship Technologies Netherlands B.V., a Netherlands company, located at Amstelveenseweg 00760, 1081JK Amsterdam, Netherlands (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof (hereinafter collectively referred to as the “Assigned Trademarks”), and Assignor desires to transfer to Assignee all right, title, and interest in and to the Assigned Trademarks.

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademarks from Assignor.

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

1. Assignment. Assignor hereby Assigns to Assignee all rights, title and interest as Assignor may possess in and to the Assigned Trademarks, together with (i) the goodwill symbolized by said Assigned Trademarks and the business of Assignor to which the Assigned Trademarks pertain, which is ongoing and existing, (ii) the registrations and applications for the Assigned Trademarks, (iii) all past, present and future income, royalties, damages and payments in respect of the Assigned Trademarks, and (iv) all past, present and future causes of action (either in law or in equity), including the right to sue, counterclaim and recover for past, present or future infringement of the Assigned Trademarks and the right to claim priority from the Assigned Trademarks.

2. Further Assurances. Assignor further agrees that should additional or further documentation of the foregoing assignment or further acts be required to protect, secure, vest, and record good title to the Assigned Trademarks to Assignee, Assignor will execute such other documents or take such further acts as may be reasonably necessary upon Assignee’s reasonable request.

3. Recordation. Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement including, without limitation, signing all papers and documents, such as confirmatory assignments suitable for recording at the United States Patent and Trademark Office or any trademark offices around the world, taking all lawful oaths, and doing all acts necessary or required to be done for the effective transfer, maintenance, enforcement and defense of the Assigned Trademarks.

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

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Agreement.

6. Amendments. This Agreement may only be amended, modified and supplemented by written agreement of the Parties.


7. Successors. This Agreement will be binding upon and will inure to the benefit of the parties and their successors and permitted assigns.

8. Authority. The person signing below represents that the person is duly authorized to execute this Agreement for and on behalf of the party for which that person is signing.

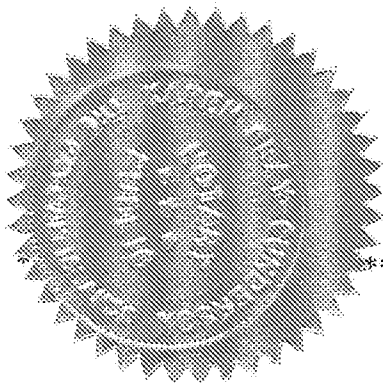
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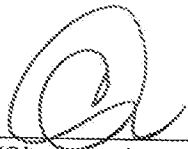
IN WITNESS WHEREOF, OM One LLC has caused this instrument to be signed by a director of FFP (Directors) Limited, which is the general partner of the single member of OM One LLC this 11th day of March 2022.

**OM One LLC,
As Assignor**

By: 
Name: Richard Lewis
Title: Director, FFP (Directors) Limited

The foregoing instrument was acknowledged before me this 11th day of March 2022 by Richard Lewis, director of FFP (Directors) Limited, which is the general partner of the single member of OM One LLC OM One LLC, a Delaware limited liability company. He is personally known to me or has produced his passport as identification.




(Signature)

Karen Gray-Gunderson
Notary Public
Karen.gray-gunderson@ffp.ky

My Commission Expires: 31 Jan 2023

IN WITNESS WHEREOF, Starship Technologies Netherlands B.V. has caused this instrument to be signed by its duly authorized corporate officer this ___ day of January, 2022.

**Starship Technologies Netherlands B.V.
Assignee**

By: Jennifer T Miller
Name: Jennifer T. Miller
Title: General Counsel

The foregoing instrument was acknowledged before me this 11th day of January, 2022 by _____, the _____ of Starship Technologies Netherlands B.V., a Netherlands company. He/She is personally known to me or has produced _____ (type of identification) as identification.

(Signature)

(Name typed, printed or stamped)

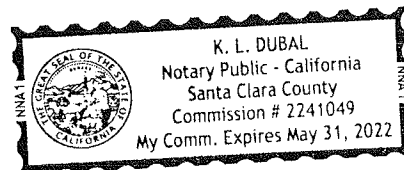
*****Notary Seal*****

My Commission Expires

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara)ss.
On 01/11/22 before me, K. L. Dubal, Notary Public,
personally appeared Jennifer T. Miller
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature]



SCHEDULE A

Trademark	Country	Application No	Registration No
[REDACTED]			



MIMO	United States	87466459	-
MIMO	United States	87466449	-
MIMO	United States	87496005	-
MIMO	United States	87466461	-
MIMO	United States	87466455	-