

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAFEMARK SYSTEMS, L.P.		03/24/2022	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCOOTERBUG, INC.		
<b>Street Address:</b>	200 West Sand Lake Road		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32809		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90651281	SCOOTERPALS	
<b>Serial Number:</b>	97021570	SCOOTERPALS	
<b>Serial Number:</b>	90661519	GOROLL	
<b>Serial Number:</b>	97070029	FUR WHEELIN	
<b>Serial Number:</b>	97070050	FUR WHEELERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033571959		
<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>	203-357-1950		
<b>Email:</b>	thomasp@tjpatlaw.com		
<b>Correspondent Name:</b>	THOMAS J. PERKOWSKI, ESQ., PC		
<b>Address Line 1:</b>	6 THORNDAL CIRCLE		
<b>Address Line 4:</b>	DARIEN, CONNECTICUT 06820-5438		
<b>ATTORNEY DOCKET NUMBER:</b>	207-029USAMBO		
<b>NAME OF SUBMITTER:</b>	Thomas J. Perkowski		
<b>SIGNATURE:</b>	/Thomas J. Perkowski/		
<b>DATE SIGNED:</b>	03/27/2022		

OP \$140.00 90651281

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 23 day of March 2022 (the "Effective Date"), by and between SAFEMARK SYSTEMS, L.P., a Delaware Limited Partnership having a principal place of business at 200 West Sand Lake Road, Suite 800, Orlando, Florida 32809, United States of America ("Assignor"), and SCOOTERBUG, INC, a Corporation of the State of Massachusetts having a principal place of business at 200 West Sand Lake Road, Suite 800, Orlando, Florida 32809, United States of America ("Assignee") collectively "Parties".

WHEREAS, Assignor is the owner of the trademarks, service marks, brands, logos, trade dress, trade names, and other similar indicia of source or origin ("Trademarks") listed on Schedule 1, and all registrations, applications for registration, and renewals of such Trademarks (collectively, "**Acquired Marks**");

WHEREAS, Assignor wishes to assign and transfer all rights in the Acquired Marks, and the registrations and applications therefor and any registrations resulting therefrom, and Assignee wishes to acquire all rights in the Mark, and the registrations and applications therefor and any registrations resulting therefrom from Assignor;

WHEREAS, Assignor wishes to sell to Assignee, and Assignee wishes to purchase from Assignor, all of Assignor's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein; and

WHEREAS, with respect to certain Trademarks that are the subject of pending intent-to-use (ITU) applications filed with the United States Patent and Trademark Office ("USPTO"), and in the World Intellectual Property Office (WIPO) under the Madrid Protocol, Assignee is the successor to the ongoing and existing business of Assignor to which such Trademarks relate.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in, to and under the Acquired Marks, including without limitation any applications or registrations therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Acquired Marks, and any other rights Assignor may have in the Acquired Marks, together with the goodwill of the business connected with the use of and symbolized by the Acquired Marks, and together with all causes of action for the infringement of the Acquired Mark(s); *provided that*, with respect to the United States intent-to-use applications identified on Schedule 1, the transfer of such applications shall not be effective until a statement of use or amendment to allege use of the Acquired Mark(s), as applicable, has been filed with and accepted by the USPTO; *and provided that*, with respect to the Madrid Protocol trademark applications filed in designated states and also identified on Schedule 1, the transfer of such Madrid Protocol trademark applications shall not be effective until a statement of use or amendment to allege use of the Acquired Mark(s), as

applicable, has been filed with and accepted by the respective trademark office of the designated state. Assignor and Assignee acknowledge and agree that Assignee is a successor of the entire business or portion thereof to which the Marks pertain, which business is ongoing and existing.

## 2. License Granted to Intent-to-Use (ITU) Applications.

(a) Effective as of the Effective Date hereof, Assignor hereby grants to Assignee and its affiliates a royalty-free, non-transferable, exclusive, irrevocable license to use the Trademarks that are the subject of the pending United States intent-to-use (ITU) trademark applications, and/or intended for use in countries designated in the Madrid Protocol trademark application(s) identified on Schedule 1 ("ITU Marks") in connection with the promotion, advertising, distribution, and sale of the goods and services covered by such applications. Assignee and its affiliates may sublicense the rights granted in this Section 2(a) to its authorized distributors, vendors, subcontractors, and resellers acting on its their behalf. From the date hereof until the effectiveness of the transfer of any pending application for an ITU Mark pursuant to Section 1 in accordance with Section 2(b), Assignor shall, at its sole expense, (i) diligently prosecute such applications; (ii) consult with Assignee and keep Assignee informed of any significant developments in connection with such prosecution; and (iii) have the right to exercise quality control over Assignee's and its affiliates' use of the ITU Marks pursuant to the license granted under this Section 2(a) to the extent reasonably necessary under applicable law to maintain the validity of the ITU Marks and protect the goodwill associated therewith. Any and all goodwill arising from Assignee's or its affiliates' use of the ITU Marks pursuant to the license granted under this Section 2(a) shall inure solely to Assignor's benefit.

(b) Promptly following the first use in commerce by Assignee or any of its affiliates of each ITU Mark pursuant to the license granted under Section 2(a), Assignee shall (i) notify Assignor of the date of such first use and first use in commerce of such ITU Mark; (ii) identify the goods and services specified in the application in connection with which the mark has been used; and (iii) furnish to Assignor a specimen of each such use in a form acceptable for filing with the USPTO. Upon receipt of such information and specimen for such ITU Mark, Assignor shall file a statement of use or amendment to allege use, as applicable, (i) with the USPTO with respect to the relevant US trademark application, and/or (ii) with the governmental authority with respect to the country designated in the Madrid Protocol trademark application. Upon acceptance of such statement of use or amendment to allege use, as applicable, by the USPTO with respect to the relevant application or by the governmental authority respect to the country designated in the Madrid Protocol trademark application, (i) the transfer of such ITU Mark to Assignee pursuant to Section 1 shall automatically and immediately be effective; and (ii) the license granted with respect to such ITU Mark under Section 2(a), together with Assignor's rights and Assignee's obligations under this Section 2, shall automatically and immediately terminate.

## 3. Further Assurances and Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further

actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 3(a), Assignor shall execute and deliver to Assignee, at Assignee's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Assignee and suitable for filing with the USPTO/United States Patent and Trademark Office ("USPTO") and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the Acquired Rights in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Assignee's reasonable request, and at Assignee's 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 Acquired Rights to Assignee, or any of Assignee's successors or assigns.

4. Representations and Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Acquired Marks, and has not granted any rights or interests in the Acquired Marks to any other person or entity, or otherwise encumbered the Acquired Marks in any manner; (ii) it has the full power and authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to its knowledge, the statements made in the applications for trademark registration of the Acquired Marks are true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Acquired Marks or its use of the Acquired Marks infringes, violates or breaches the rights of any other person or entity.

5. Counterparts. This Trademark Assignment Agreement 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 Agreement 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 Agreement.

6. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement as of the Effective Date.

SAFEMARK SYSTEMS, L.P.

SCOOTERBUG, INC.

By: [Signature]

By: [Signature]

Name: Andrew Kindfuller

Name: Andrew Kindfuller

Title: CEO

Title: CEO

Date: ~~23~~ March 2022

Date: ~~23~~ March 2022

24

24

ACKNOWLEDGMENT

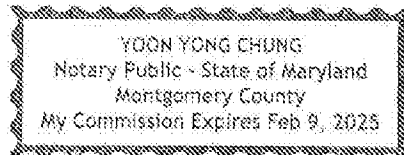
STATE OF MARYLAND )  
 )SS.  
COUNTY OF MONTGOMERY )

On the ~~23~~<sup>24</sup>nd day of March, 2022, before me personally appeared ANDREW KINDFULLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of SAFEMARK SYSTEMS, L.P, ASSIGNOR, and acknowledged the instrument to be his/her free act and deed/the free act and deed of for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public

My Commission Expires: 02/09/2025

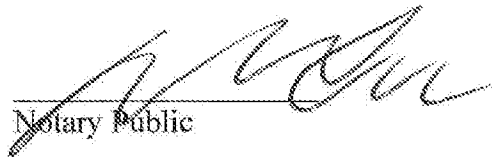
Printed Name: YOON YONG CHUNG



ACKNOWLEDGMENT

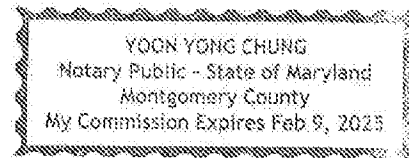
STATE OF MARYLAND )  
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Notary Public

My Commission Expires: 02/09/2025

Printed Name: YOON YONG CHUNG



SCHEDULE 1  
ACQUIRED MARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Classes

Intent-to-Use (ITU) Trademark Applications for Certain ITU Marks

Mark	Jurisdiction	ITU Status	Application Serial No.	Filing Date	International Classes
SCOOTERPALS (Block Letters)	USA	Pending/SOU Not Yet Filed	90651281	16 April 2021	09, 12, 39, 42
SCOOTERPALS (Word + Design)	USA	Pending/SOU Not Yet Filed	97021570	10 Sept. 2021	09, 12, 39, 42
GOROLL (Block Letters)	USA (Country of Origin)	Pending/SOU Not Yet Filed	90661519	21 April 2021	09, 39, 42
FUR WHEELIN (Block Letters)	USA	Pending/SOU Not Yet Filed	97070029	12 Oct. 2021	12, 39
FUR WHEELERS (Block Letters)	USA	Pending/SOU Not Yet Filed	97070050	12 Oct. 2021	12, 39

Madrid Protocol Trademark Applications for ITU Marks

Mark	Jurisdiction (Designated Country or State)	Status	Application Serial No.	Filing Date	International Classes
GOROLL (Block Letters)	USA (Country of Origin)	Pending/SOU Not Yet Filed	90661519	21 April 2021	09, 39, 42



GOROLL (Block Letters)	WIPO/ MADRID	Pending/SOU Not Yet Filed	1631314(Inte national Reg. No.)	21 Oct. 2021	09, 42
GOROLL (Block Letters)	Canada/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	China/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Denmark/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	EU/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Germany/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Ireland/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Mexico/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Singapore/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	Spain/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42
GOROLL (Block Letters)	UK/ MADRID	Pending/SOU Not Yet Filed	1631314	21 April 2021	09, 42