

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724317

<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>
Hyver Labs, LLC		04/21/2022	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carvana, LLC		
<b>Street Address:</b>	1930 W. Rio Salado Pkwy		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85281		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87696086	PERSOSA	
<b>Serial Number:</b>	87791910	EXPERIENCE DELIVERY NETWORK	
<b>Serial Number:</b>	88841805	EXPERIENCE GRAPH	
<b>Serial Number:</b>	87790940	EXPERIENCE MANAGEMENT SYSTEM	
<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>	2067531450		
<b>Email:</b>	eric.adler@egannelson.com		
<b>Correspondent Name:</b>	Eric Adler		
<b>Address Line 1:</b>	221 W 6th St. STE 900		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Eric Adler		
<b>SIGNATURE:</b>	/Eric Adler/		
<b>DATE SIGNED:</b>	04/25/2022		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment**”) is entered into effective as of **April 21, 2022** (the “**Assignment Date**”), by and between Hyver Labs, LLC, dba Persosa, an Arizona limited liability company (“**Assignor**”), and Carvana, LLC, an Arizona limited liability company (“**Assignee**”). The parties have entered into that certain Asset Purchase Agreement dated as of dated as of **April 21, 2022** (the “**APA**”). Pursuant to the APA and the transactions contemplated therein, Assignor has agreed to assign to Assignee all of Assignor’s right, title, and interest in and to any IP Rights (as defined below), including without limitation the items listed on Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definition.** “**IP Rights**” means: (i) any and all worldwide rights in inventions (whether patented, patentable, or not), works of authorship, trademarks, service marks, domain names, websites, and social media handles or accounts, trade secrets, and other forms of intellectual property, including without limitation any patent rights, trademark or service mark rights, copyrights, trade secret rights, or other intellectual property rights, in each case whether unregistered, applied-for, or registered; (ii) any extensions, renewals, priority rights, continuations, divisionals, foreign counterparts, or other such rights associated with any of the foregoing; (iii) all goodwill associated with any of the foregoing; (iv) the right to sue and collect damages for any past, present, or future infringement of any of the foregoing; and (v) the right to license and collect royalties for granting rights to any of the foregoing.

2. **Assignment.** Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee hereby accepts and receives from Assignor, all of Assignor’s IP Rights included the Purchased Assts (as defined in the APA), including without limitation any patents, trademarks, and copyrights listed on Exhibit A hereto. Without limiting the foregoing, all such IP Rights will be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. **Further Assurances.** Assignor will, at no further cost to Assignee, take any actions (including without limitation execution and delivery of any documents) reasonably requested by Assignee or its direct or indirect successors or assigns from time to time to evidence, effect, perfect, record, or maintain the transactions set forth herein and Assignee’s resulting ownership of the IP Rights.

4. **Entire Agreement.** Other than the APA, this Assignment constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to its subject matter.


5. **Counterparts.** This Assignment may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. Facsimile or .pdf signatures have the same force and effect as an original.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf to be effective for all purposes as of the Assignment Date.

*[Signature Page to Follow]*

**ASSIGNOR**

**Hyver Labs, LLC**

By:  \_\_\_\_\_

Name: Gregory Lim

Title: Chief Executive Officer

**ASSIGNEE**

**Carvana, LLC**

By: Carvana Group, LLC  
Its: Sole Manager

By: \_\_\_\_\_

Name: Paul Breaux

Title: Vice President

*[Signature Page to the Assignment of Intellectual Property]*

**TRADEMARK**

*Execution Version*

**ASSIGNOR**

**Hyver Labs, LLC**

By: \_\_\_\_\_

Name: Gregory Lim

Title: Chief Executive Officer

**ASSIGNEE**

**Carvana, LLC**

By: Carvana Group, LLC

Its: Sole Manager

By: \_\_\_\_\_

Name: Paul Breaux

Title: Vice President

DocuSigned by:

*Paul Breaux*

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*[Signature Page to the Assignment of Intellectual Property]*

**Exhibit A**

<b>PATENTS</b>		
<b>Title</b>	<b>Filing Date Issue Date</b>	<b>Serial. No. Patent No.</b>
Systems and Methods for Personalization of Digital Displayed Media	05/14/2019 11/09/2021	16/411,996 11,170,066
Systems and Methods for Personalization for Digital Displayed Media	11/08/2021 Pending	17/521,806 Pending
Systems and Methods for a Cross-site Opt-in Network	11/23/2021 Pending	17/534,016 Pending

<b>TRADEMARKS</b>		
<b>Mark</b>	<b>Filing Date Reg. Date</b>	<b>Serial No. Reg. No.</b>
PERSOSA	11/23/2017	87696086
	09/04/2018	5557084
EXPERIENCE DELIVERY NETWORK	02/09/2018	87791910
	07/17/2018	5519684
EXPERIENCE GRAPH	03/20/2020	88841805
	09/22/2020	6160465
EXPERIENCE MANAGEMENT SYSTEM	02/08/2018	87790940
	08/14/2018	5541071

Arizona State Trade Name Registration 9040616 for "Persosa"