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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM726670

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SmartBrief, LLC		08/01/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Future US, Inc.
Street Address:	11 W. 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: CALIFORNIA

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2734025	DAILY LEAD
Registration Number:	3762781	DAILYLEAD
Registration Number:	2467647	SB
Registration Number:	2455225	SMARTBRIEF
Registration Number:	6331338	SMARTSTUDIO

#### **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:** 2024695163

Email: dan.neustadt@hklaw.com

Correspondent Name:Daniel C. NeustadtAddress Line 1:Holland & Knight LLPAddress Line 2:800 17th Street, Suite 1100Address Line 4:Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	166826.00005	
NAME OF SUBMITTER:	Daniel C. Neustadt	
SIGNATURE:	/Daniel C. Neustadt/	
DATE SIGNED:	05/09/2022	

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# **Total Attachments: 3**

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#### TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is entered into as of August 1, 2021, by and between SmartBrief, LLC, a Delaware limited liability company ("**Assignor**") and Future US, Inc., a California corporation ("**Assignee**").

**WHEREAS**, Assignor and Assignee have entered into that certain Agreement and Plan of Merger dated even date herewith, pursuant to which Assignor will merge with and into Assignee (the "**Merger**");

**WHEREAS**, Assignor owns all right, title and interest in and to the trademarks and service marks listed on <u>Schedule A</u> hereto (the "**Marks**") and United States Patent and Trademark Office applications and registrations pertaining thereto (the "**Registrations**"); and

**WHEREAS**, in connection with the Merger, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks and the Registrations.

- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:
- 1. <u>Assignment</u>. Assignor hereby assigns and transfers over to Assignee, without reservation, all of Assignor's right, title and interest in and to the Marks and the Registrations, including, without limitation, all goodwill associated with the Marks and Registrations, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, together with income, royalties, damages or payments due on or after the date hereof.
- 2. <u>Infringements</u>. Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto for the Marks and the Registrations.
- 3. <u>Further Assurances</u>. Assignor further covenants and agrees that it shall execute such other and further instruments and documents as the Assignee may reasonably request to carry into effect or to evidence further the transfer of the Marks and the Registrations to Assignee.
- 4. <u>Governing Law; Counterparts; Binding Effect</u>. This Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of California, without giving effect to the conflicts of law rules thereof. This Assignment may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto shall have the same force and effect as any other delivery of a manually signed counterpart of this Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

[signatures on following page]

TRADEMARK
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## [signatures on following page]

**IN WITNESS WHEREOF**, this Assignment has been duly authorized and executed by the parties hereto as of the date first above written.

## **ASSIGNEE:**

**FUTURE US, INC.** 

By:

Name: Claire MacLellan
Title: President and Director

By:

Name: Rachel Addison Horsley

ROALLING

Title: Secretary

#### **ASSIGNOR:**

**SMARTBRIEF, LLC** 

By:

Name: Zillah Byng-Thorne

Title: President

By:

Name: Rachel Addison Horsley

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Title: Secretary

# **SCHEDULE A**

# **Trademarks and Service Marks**

Application No.	US Registration No.	Mark	International Class
76359347	2734025	DAILY LEAD	41
7791855	3762781	DAILYLEAD	41
76040250	2467647	SB	42
76040251	2455225	SMARTBRIEF	42
88150819	6331338	SMARTSTUDIO	35

**RECORDED: 05/09/2022** 

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