

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gust, Inc.		10/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gust Labs, Inc.		
Street Address:	188 Grand Street, Second Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5130603	DIGITAL.NYC	
Registration Number:	6380490	GUST	
Registration Number:	4218760	GUST	
Registration Number:	5609406	GUST	
Registration Number:	6034399	GUST	
Registration Number:	5614318	GUST LAUNCH	
Registration Number:	4325436	VENTURE FORWARD	
Registration Number:	4651271	VENTURE FORWARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-407-4000		
Email:	trademarks@loeb.com		
Correspondent Name:	Emily Marie Borich		
Address Line 1:	Loeb & Loeb LLP		
Address Line 2:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
NAME OF SUBMITTER:	Emily M. Borich		
SIGNATURE:	/EMB/		

OP \$215.00 5130603

DATE SIGNED:	05/18/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Agreement"), is being entered into as of October 13, 2021 ("Effective Date"), by and between **GUST, INC.**, a Delaware corporation ("Assignor"), and **GUST LABS, INC.**, a Delaware corporation ("Assignee").

WHEREAS, prior to the Effective Date, the Assignor has created and owns certain intellectual property as specified on Attachment A (the "Works"); and

WHEREAS, the Assignor desires to assign to Assignee all right, title and interest in and to the Works including, without limitation, trademark, trade secret and other intellectual property rights, in exchange for the good and valuable consideration on or about the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns all right, title and interest to the Works including, without limitation, all drawings, ideas, plans, models, software, including source code and object code, goodwill appurtenant to or arising from the Works, production know-how, manufacturing know-how, formulas, formulation techniques, technical information, processes, trade secrets and other materials related to the Works (collectively, the "Materials") to Assignee and agrees to execute all documents required to evidence such assignment (including, without limitation, all copyrights, patents and trademarks, and the goodwill appurtenant thereto) of the Works and the Materials, including renewal rights therein, and including the exclusive right to enforce and to obtain registrations of the Works and the Materials in the United States and throughout the world in the sole name of Assignee, its successors or assigns.

2. The assignment referred to in Section 1 above shall include, without limitation, the following:

(a) patents, including the underlying rights and inventions thereunder, and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof to the extent set forth on Attachment A (the "Patents");

(b) trademark registrations and applications, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof to the extent set forth on Attachment A (the "Trademarks");

(c) copyright registrations, applications for registration and exclusive copyright licenses, if any, and all issuances, extensions and renewals thereof to the extent set forth on Attachment A (the "Copyrights");

(d) the domain names to the extent set forth on Attachment A;

(e) 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;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. It is specifically understood and agreed that Assignor will retain no ownership rights whatsoever in or to the Works or the Materials. Assignor further agrees that no material incorporating or comprised of the Works or the Materials need be submitted to Assignor for approval, and Assignee's use will be without liability to Assignor for any distortion or revisions to the Works or the Materials by Assignee. If Assignor has any rights, including without limitation "artist's rights" or "moral rights," in the Works or the Materials they are hereby assigned to Assignee and, if all or any portion of such rights cannot be assigned, Assignor agrees to waive enforcement worldwide of such rights against Assignee. In the event that such rights cannot be waived, Assignor hereby grants Assignee an exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Works or the Materials in any medium or format, whether now known or later developed.

3. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignor represents and warrants that the Works and Materials are its original works; that Assignor is the author and sole owner of the Works or the Materials; that the Works or the Materials do not infringe any rights of any third party; that the materials are previously unpublished; that Assignor has not granted any rights to any third party in conflict with the rights granted in this Agreement, or if there has been such a grant it has been terminated; and that Assignor has full power to grant the rights granted to Assignee in and to the Works or the Materials.

5. Assignor agrees to hold Assignee, and its officers, directors, employees, agents, assigns and licensees, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that Assignee may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from

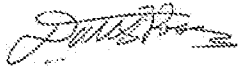
the use in any manner of the Works or the Materials. Assignee agree to similarly hold Assignor harmless with respect to any material supplied to Assignor by Assignee.


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IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

GUST, INC.

GUST LABS, INC.

By: 
Name: David S. Rose
Title: CEO

By: 
Name: Peter Swan
Title: CEO

Signature Page to Intellectual Property Assignment

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RECORDED: 05/18/2022

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