

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM728761

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Packlane, Inc. | | 05/18/2022 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Digital Room LLC | | |
| Street Address: | 14931 Califa Street | | |
| Internal Address: | SUITE 301 | | |
| City: | Sherman Oaks | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91411 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87037596 | PACKLANE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622000 | | |
| Email: | Jeffrey.Norgle@kirkland.com | | |
| Correspondent Name: | Jeffrey Norgle | | |
| Address Line 1: | 300 NORTH LASALLE | | |
| Address Line 2: | KIRKLAND & ELLIS LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 52362-2 | | |
| NAME OF SUBMITTER: | Jeffrey Norgle | | |
| SIGNATURE: | /Jeffrey Norgle/ | | |
| DATE SIGNED: | 05/18/2022 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of May 18, 2022 (the "Effective Date"), and is made from Packlane, Inc., a Delaware corporation having an address of 2120 University Ave, Berkeley, CA 94704 ("Assignor"), to Digital Room LLC, a Delaware limited liability company having an address of 14931 Califa Street, Suite 301, Sherman Oaks, CA 91411 ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Contribution and Asset Purchase Agreement, dated as of May 18, 2022, by and among Assignor, Assignee, and certain other parties thereto (the "Asset Purchase Agreement"), Assignor agreed to, among other things, sell, convey, assign and transfer to Assignee certain rights related to the Business (as defined therein), including but not limited to the trademark registration identified on Exhibit A attached hereto (the "Mark");

WHEREAS, Assignor is the sole and exclusive owner of the Mark, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Mark, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

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

1. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all right, title and interest in and to the Mark, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Mark, and all applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Mark and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark.

2. As of the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Mark, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of this Trademark Assignment or any other such assignment documents with the appropriate governmental authorities.

3. Assignor hereby authorizes the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Mark upon request of Assignee. For a period of twelve (12) months after the date hereof, Assignor, at Assignee's request and at Assignee's sole cost and expense, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer

and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, the Mark. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

4. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

5. This Assignment is executed by Assignor and Assignee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute 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 the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

7. This Assignment and any claims and causes of action based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in its name by a duly authorized representative as of the date first above written.

ASSIGNOR

PACKLANE, INC.

By: 
Name: Miriam Brafman
Its: Chief Executive Officer

ASSIGNEE

DIGITAL ROOM LLC

By: _____
Name: Brett Zane
Its: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in its name by a duly authorized representative as of the date first above written.

ASSIGNOR

PACKLANE, INC.

By: _____
Name: Miriam Brafman
Its: Chief Executive Officer

ASSIGNEE

DIGITAL ROOM LLC

By: _____
Name: Brett Zane
Its: Chief Financial Officer

Exhibit A – The Mark

| Mark | Jurisdiction | Application No. | Filing Date | Registration No. | Registration Date |
|----------|---------------|-----------------|--------------|------------------|-------------------|
| PACKLANE | United States | 87037596 | May 16, 2016 | 5408195 | February 20, 2018 |