

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736836

<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>
Auction Mobility, LLC		06/10/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chime Technologies, Inc.		
<b>Street Address:</b>	2828 North Central Avenue		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4623266	LOFTY	
<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>	617-248-5000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2013852-0000		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	06/24/2022		
<b>Total Attachments: 7</b>			
source=Auction Mobility - Lofty Trademark Assignment (Executed)#page1.tif			
source=Auction Mobility - Lofty Trademark Assignment (Executed)#page2.tif			

OP \$40.00 4623266

source=Auction Mobility - Lofty Trademark Assignment (Executed)#page3.tif

source=Auction Mobility - Lofty Trademark Assignment (Executed)#page4.tif

source=Auction Mobility - Lofty Trademark Assignment (Executed)#page5.tif

source=Auction Mobility - Lofty Trademark Assignment (Executed)#page6.tif

source=Auction Mobility - Lofty Trademark Assignment (Executed)#page7.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Trademark Assignment**”) is effective as of June 10, 2022 and is made by and between Auction Mobility, LLC, a Delaware limited liability company (“**Assignor**”), and Chime Technologies, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement (as defined below).

**WHEREAS**, the Assignor is the owner of the trademark set forth on **Schedule A** hereto, together with the goodwill of the business associated therewith (referred to as the “**Mark**”);

**WHEREAS**, in connection with the execution of that Purchase Agreement for Domain Name and Service Mark, dated as May 5, 2022, by and among the Assignor and the Assignee, and the other parties thereto (the “**Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee; and

**WHEREAS**, the Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire such Mark.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of its right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf)

signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Trademark Assignment shall be brought in the Court of Chancery of the State of Delaware, and, by execution and delivery of this Trademark Assignment, each of the parties to this Trademark Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Trademark Assignment. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT.


8. The Assignor and the Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**AUCTION MOBILITY, LLC**

By:   
\_\_\_\_\_  
Name: Phil Michaelson  
Title: Authorized Representative

[Signature Page to Trademark Assignment]

10888550

**TRADEMARK**  
[ REEL: 007761 FRAME: 0694 393907e7

**ASSIGNEE:**

**CHIME TECHNOLOGIES, INC.**

By: Chris Palmer  
Name: Chris Palmer  
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

10888550

**TRADEMARK**  
[ REEL: 007761 FRAME: 0695 393907e7

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
Lofty	<u>USPTO</u> : 4623266	<u>USPTO</u> : October 21, 2014	Auction Mobility, LLC

---

<b>TITLE</b>	Exhibit A Update & Assignment of Trademark
<b>FILE NAME</b>	Lofty - Ass...e Mark.docx and 1 other
<b>DOCUMENT ID</b>	fe9f29156b4d4c02ff347b964477bdb8393907e7
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✳ Signed

---

## Document History



**06 / 09 / 2022**  
13:47:54 UTC

Sent for signature to Phil Michaelson  
(phil.michaelson@liveauctioneers.com) and Chris Palmer  
(chris.palmer@renrenus.com) from  
andrea.mercado@liveauctioneers.com  
IP: 207.237.138.122



**06 / 09 / 2022**  
16:02:06 UTC

Viewed by Phil Michaelson  
(phil.michaelson@liveauctioneers.com)  
IP: 207.237.138.122



**06 / 09 / 2022**  
16:02:16 UTC

Signed by Phil Michaelson  
(phil.michaelson@liveauctioneers.com)  
IP: 207.237.138.122



**06 / 09 / 2022**  
23:28:47 UTC

Viewed by Chris Palmer (chris.palmer@renrenus.com)  
IP: 66.210.250.26



---

<b>TITLE</b>	Exhibit A Update & Assignment of Trademark
<b>FILE NAME</b>	Lofty - Ass...e Mark.docx and 1 other
<b>DOCUMENT ID</b>	fe9f29156b4d4c02ff347b964477bdb8393907e7
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✳ Signed

---

Document History



**06 / 09 / 2022**  
23:31:22 UTC

Signed by Chris Palmer (chris.palmer@renrenus.com)  
IP: 66.210.250.26



COMPLETED

**06 / 09 / 2022**  
23:31:22 UTC

The document has been completed.