

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTEBRAE, INC.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Snap Inc.		
Street Address:	2772 Donald Douglas Loop North		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86866422	VERTEBRAE	
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:	4157773200		
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Raffi Zerounian, Justin Thiele		
Address Line 1:	Hanson Bridgett LLP		
Address Line 2:	425 Market St, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	35560.1		
NAME OF SUBMITTER:	Justin Thiele		
SIGNATURE:	/Justin Thiele/		
DATE SIGNED:	08/17/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of July 16, 2021 ("Effective Date") by and between:

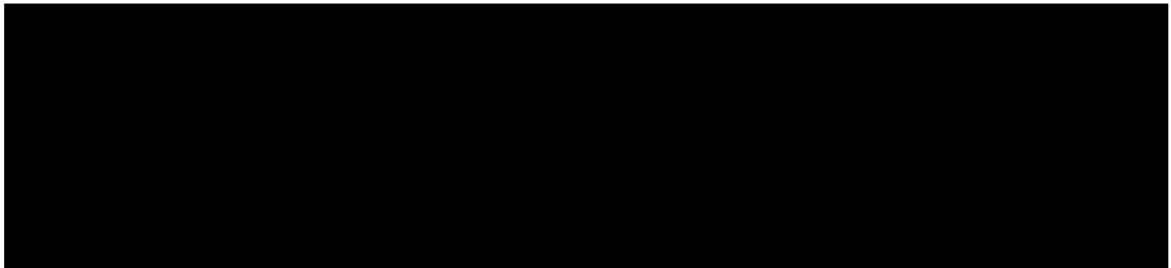
Vertebrae, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignor"),

and

Snap Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

(Assignor and Assignee are collectively referred to as the "Parties" and individually referred to as "Party".)

RECITALS



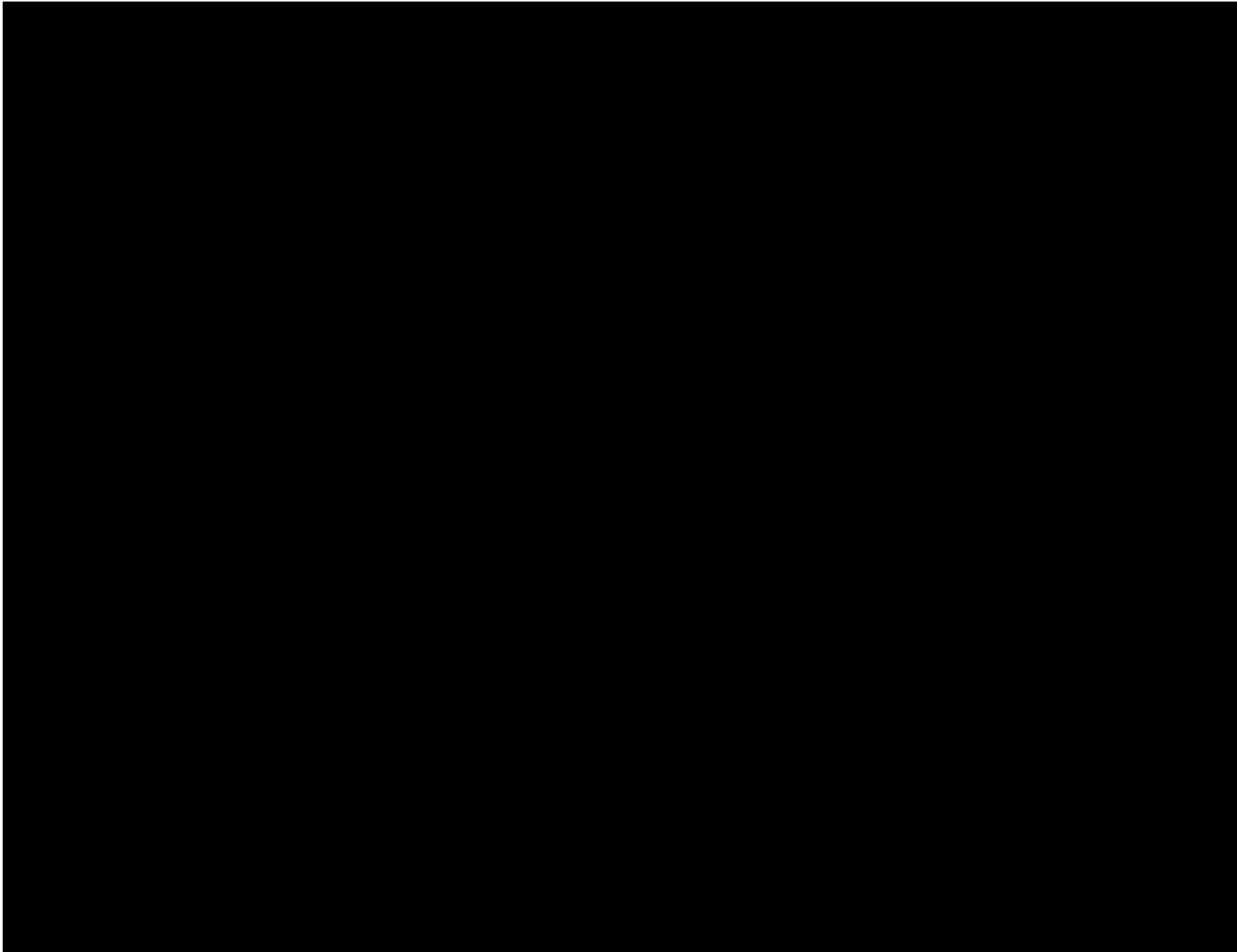
- C. Assignor and Assignee have determined that it is desirable and in their best interests to have Assignor assign to Assignee all of Assignor's right, title, obligations, and interest in the Assignor Intellectual Property (as defined in this Agreement).
- D. Assignor therefore desires to transfer, convey, and assign to Assignee, and Assignee desires to acquire and accept from Assignor, all of Assignor's right, title, obligations, and interest in the Assignor Intellectual Property.
- E. The Parties now desire to enter into this Agreement which sets forth the terms and conditions of such transfer and assignment of the Assignor Intellectual Property.

In consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 "Assignor Intellectual Property" is defined in Section 2.1(a).



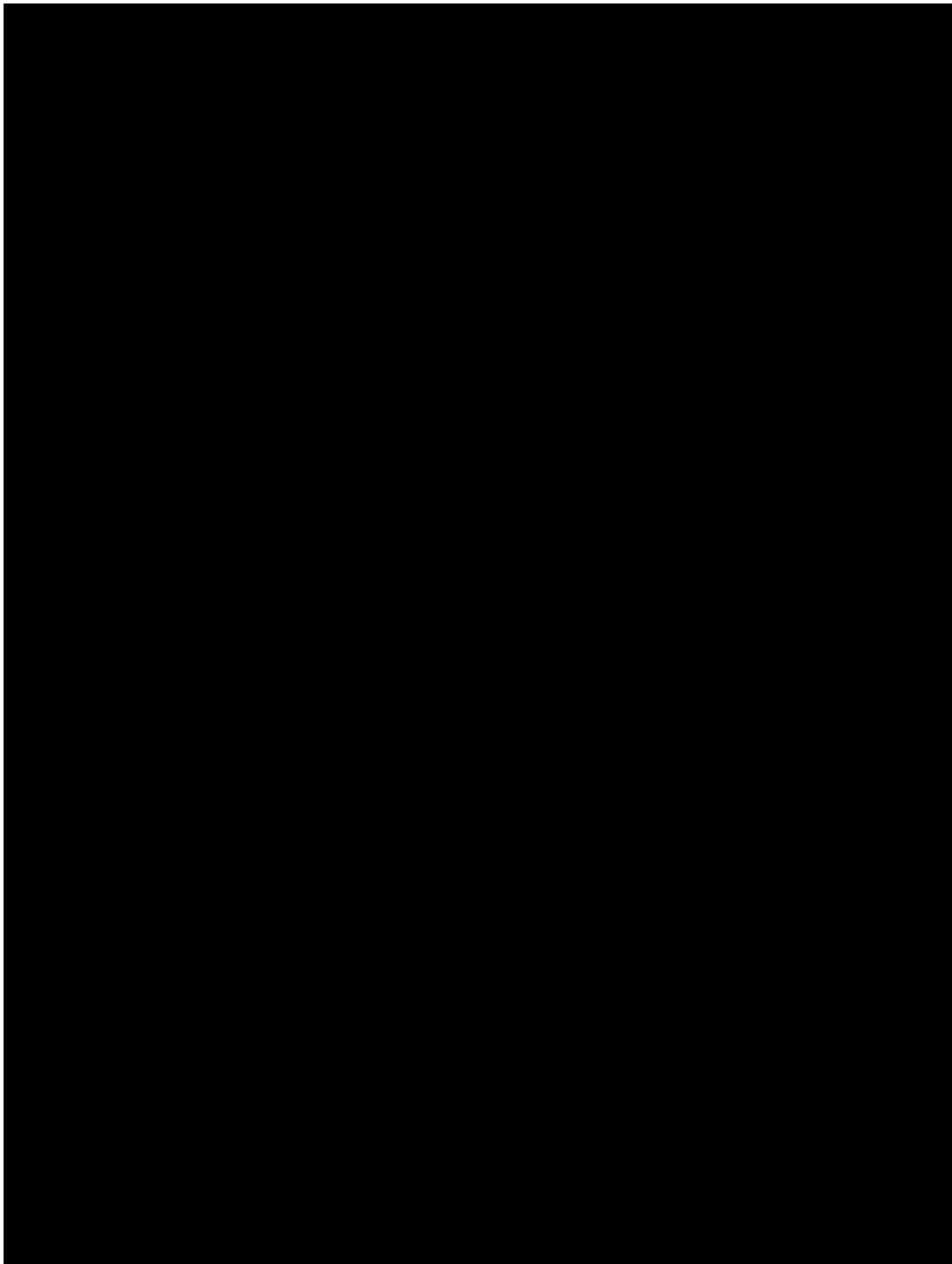
1.7 “Trademarks” means (a) trademarks, service marks, logos, trade dress and trade names, and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register the foregoing anywhere in the world; (c) all goodwill associated therewith; and (d) all rights in and to any of the foregoing.

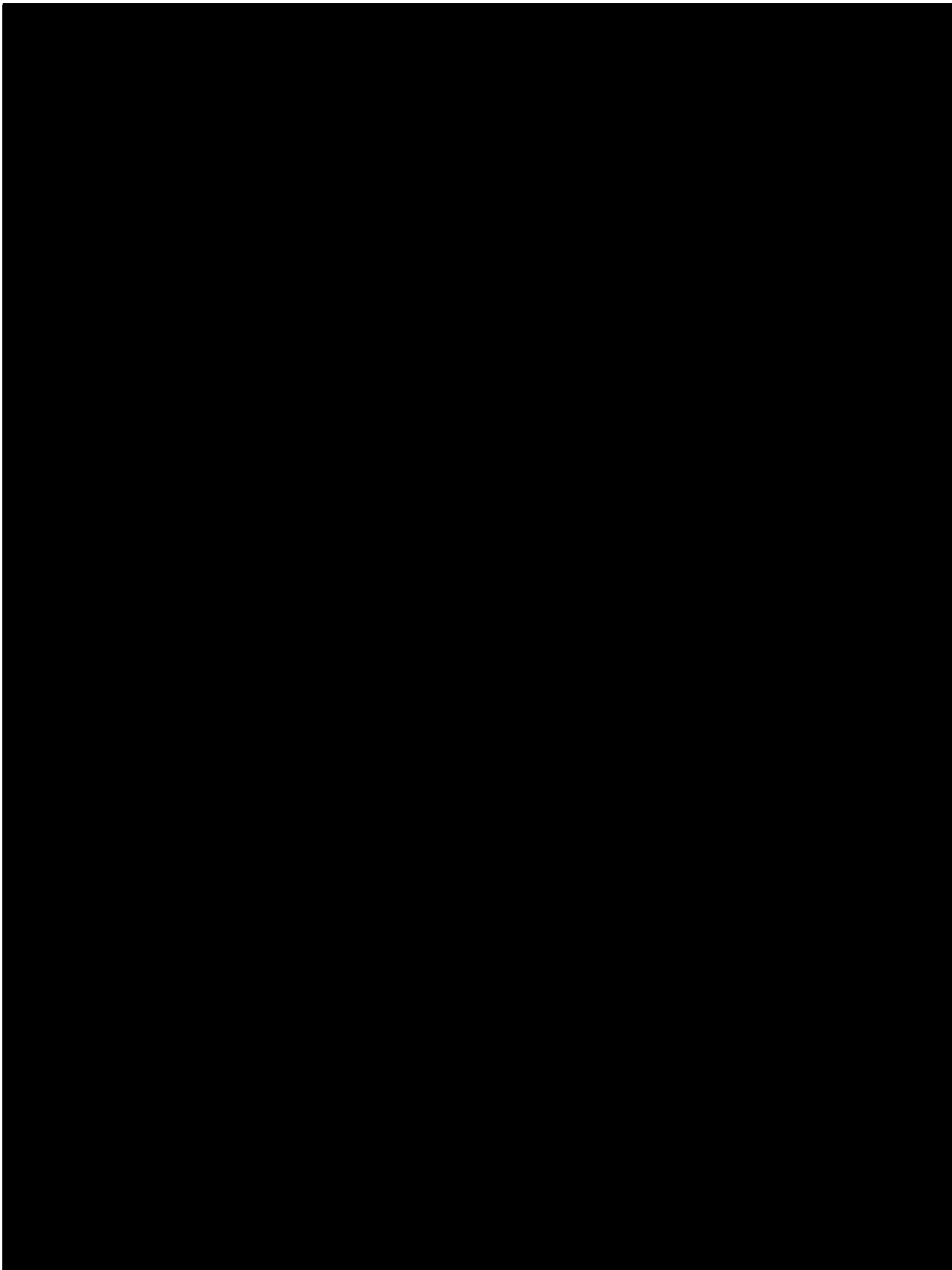
Section 2 - Transfer, Conveyance, and Assignment of Intellectual Property

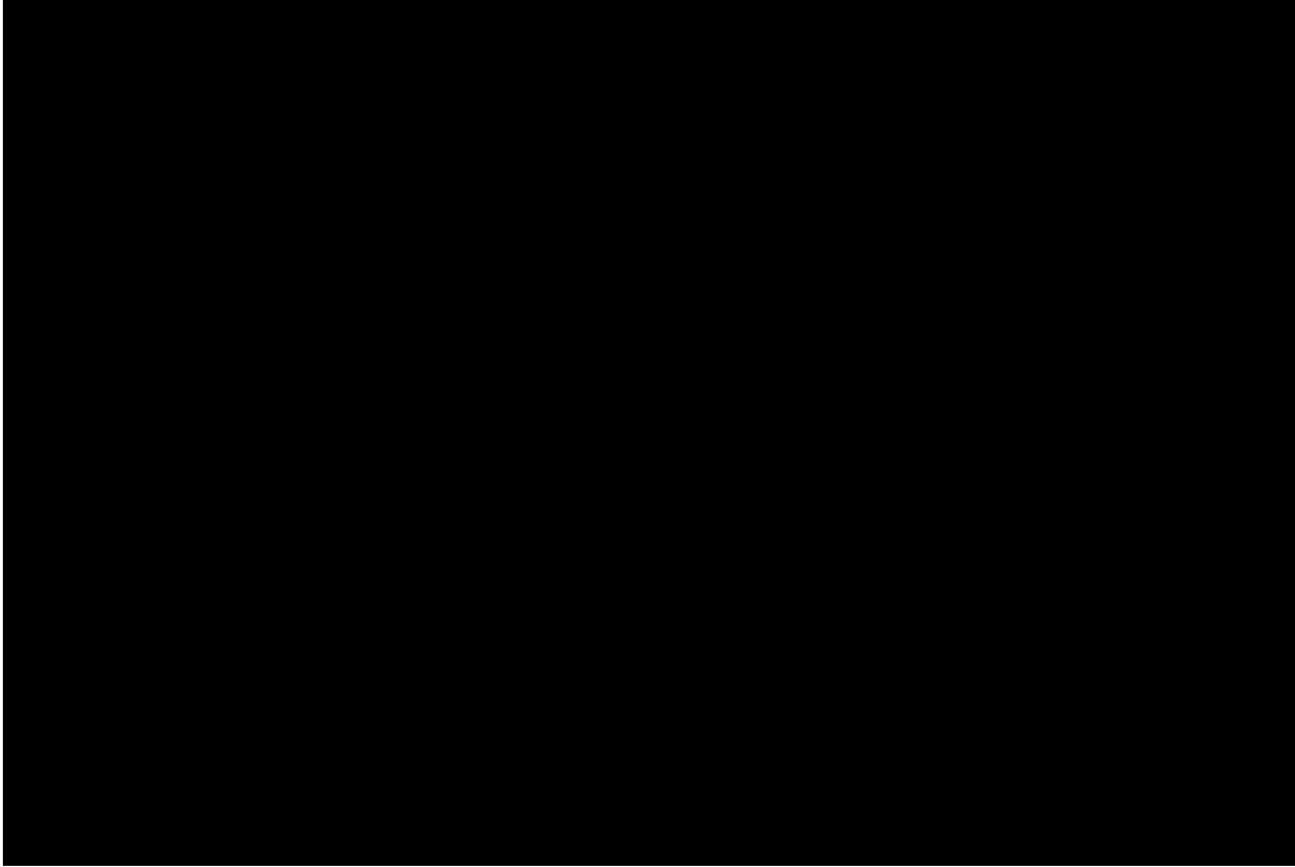
2.1 Assignor hereby transfers, conveys, assigns, and agrees to deliver to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, absolutely:

(a) all Assignor’s right, title, obligations, and interest in and to all the Intellectual Property owned or controlled by, or licensed to, Assignor, and any part, component, aspect, or element thereof, and all tangible embodiments thereof, including the Intellectual Property listed on Schedule A (the “Assignor Intellectual Property”); and

(b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, enforce and defend, and grant rights and licenses under and with respect to any of the Assignor Intellectual Property.







{Signature page follows}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives with effect as of the Effective Date.

Vertebrae, Inc. DocuSigned by:

By: Atul Porwal

Name: Atul Porwal

Title: Secretary

Date: Nov 5, 2021

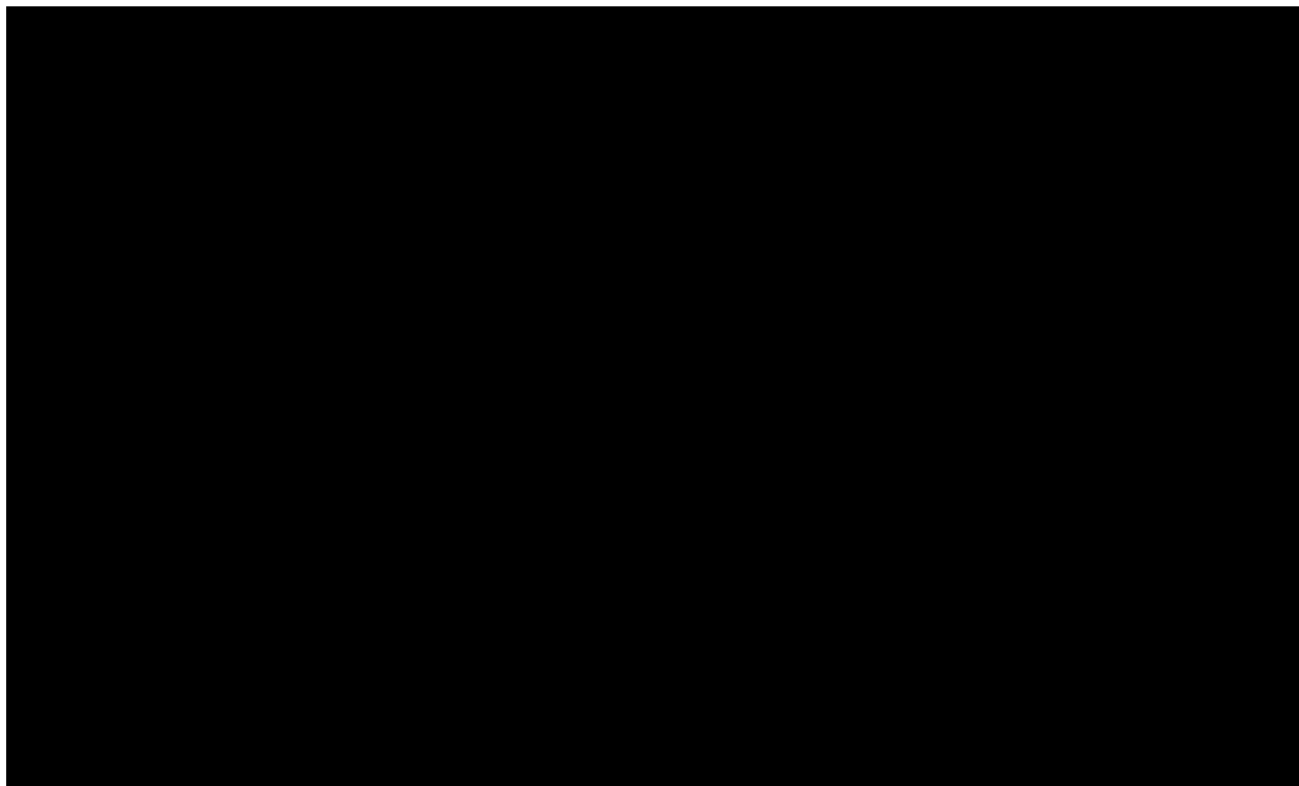
Snap Inc. DocuSigned by:

By: Steve Hwang

Name: Steve Hwang

Title: SVP Corporate Development

Date: Nov 5, 2021

Schedule A**Trademarks**

Owner	Country of Filing	Classes of Goods and Services	Reg. No.	Registration Date	Expiration Date	Action to be Taken Within 90 Days
Vertebrae, Inc.	USA	042 - Computer programming services for creating augmented reality and virtual reality software.	86866422	09/20/2016	N/A	None