

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hello Digit, Inc.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hello Digit, LLC		
Street Address:	100 Pine Street, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4986862	DIGIT	
Registration Number:	5063829	SAVE MONEY, WITHOUT THINKING ABOUT IT.	
Serial Number:	90196291	DIGIT	
Serial Number:	90196304	DIGIT DIRECT	
Serial Number:	90300983	D	
Serial Number:	90838755	THE BANK ACCOUNT WITH A BRAIN	
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>			
Email:	scott@sisunlaw.com		
Correspondent Name:	Scott M. Sisun, Esq.		
Address Line 1:	135 Madison Avenue, Floor 5		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Scott M. Sisun, Esq.		
SIGNATURE:	/scottsisun/		
DATE SIGNED:	01/03/2023		
Total Attachments: 3			
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OP \$165.00 4986862

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TRADEMARK OWNERSHIP TRANSFER MEMORANDUM

THIS TRADEMARK OWNERSHIP TRANSFER MEMORANDUM (this “Memorandum”) serves to document and memorialize the transfer of ownership of certain trademarks from Hello Digit, Inc., a Delaware corporation (“Assignor” or “First Step Surviving Corporation”) to Hello Digit, LLC, a Delaware limited liability company (“Assignee” or “Surviving Corporation”), is effective as of December 22, 2021.

WHEREAS, Assignor and Assignee have entered into a Agreement and Plan of Reorganization, dated as of November 15, 2021 (the “Purchase Agreement”).

WHEREAS, pursuant to Purchase Agreement, Assignor was acquired by Assignee in a two-step merger, consisting of a reverse triangular merger (pursuant to which a wholly owned subsidiary of Assignee merged with and into Assignor, with assignor the surviving entity), followed by a forward merger (pursuant to which Assignor, then a wholly owned subsidiary of Assignee, merged with and into Assignee, with Assignee as the surviving entity).

WHEREAS, following the second step of a two-step process described above (referred to in the Purchase Agreement as the “Second Merger”, and the closing date of which referred to as the “Second Effective Time”), Assignee, by operation of law as the surviving entity to such merger, succeeded to all of Assignor’s right, title, and interest in and to all intellectual property rights owned by Assignor, including without limitation, the Trademarks (defined below); and

WHEREAS Assignor and Assignee now wish to document and memorialize the succession of ownership of certain of Assignor’s assets in connection with the consummation of the transactions contemplated by the Merger Agreement.

1. **Assigned Trademarks**. The term “Trademarks” means the registered trademarks, trademarks for which registration applications have been submitted and are pending, and trademarks established and protected under federal and state common law principles, as set forth on Schedule A attached hereto.

2. **Successor in Interest**. In connection with the consummation of the transactions contemplated by the Purchase Agreement, which provides, in pertinent part, as follows:

“**The Second Merger**. At the Second Effective Time, the effects of the Second Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Second Effective Time, except as otherwise agreed to pursuant to the terms of this Agreement, all of the property, rights, privileges, powers and franchises of the First Step Surviving Corporation and Merger Sub II shall vest in the Surviving Entity, and all debts, liabilities and duties of the First Step Surviving Corporation and Merger Sub II shall become the debts, liabilities and duties of the Surviving Entity..”

Assignor hereby agree and acknowledge that the Second Effective Time has occurred as of December 22, 2021, and that nothing else in the Purchase Agreement affects or otherwise limits Assignee’s succession to and assumption of all of Assignor’s right, title, and interest in and to the Trademarks. Accordingly, Assignor and Assignee, by their signatures below, hereby affirm Assignee’s succession of interest in and to, among other assets of Assignor, all right, title, and interest in and to the Trademarks.

3. Rights Included. Assignor and Assignee further agree and acknowledge that the foregoing succession of ownership includes all of Assignor's business, all the goodwill of such business, all of the Trademarks, all registrations and applications (including intent-to-use applications) for the Trademarks in all countries throughout the world, all income, royalties, damages and payments in respect of the Trademarks, and 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 or other remedies relating to those infringements.

4. Further Assurances. Assignor agrees to execute such further instruments and documents and to do such other acts as may be necessary or reasonably desirable to vest all of Assignor's right, title and interest in and to the Trademarks throughout the world in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Trademarks, including instructing the registrar for the Trademarks to record the transfer of ownership of the Trademarks to Assignee. In the event that a trademark registrar does not accept or recognize this Memorandum, Assignor hereby agrees that this document shall constitute a request by Assignor to the registrar to transfer the registration of the Trademarks to Assignee.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

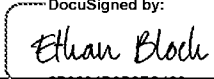
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Ownership Transfer Memorandum to be executed as of the date first written above by its duly authorized representative.

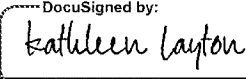
ASSIGNOR:

ASSIGNEE:

Hello Digit, Inc.





Hello Digit, LLC

By: 
Name: Ethan Bloch
Title: CEO

By: 
Name: Kathleen Layton
Title: Secretary

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Registered Owner	Registration No. (Ser. No.)	Issue Date
 DIGIT (design mark)	United States	Hello Digit, Inc.	Registration No. 4986862	Registered 06/28/2016
SAVE MONEY, WITHOUT THINKING ABOUT IT.	United States	Hello Digit, Inc.	Registration No. 5063829	Registered 10/18/2016
DIGIT	United States	Hello Digit, Inc.	Serial No. 90196291	Filed 09/21/2020
DIGIT DIRECT	United States	Hello Digit, Inc.	Serial No. 90196304	Filed 09/21/2020
 D-BOT (design mark)	United States	Hello Digit, Inc.	Serial No. 90300983	Filed 11/05/2020
THE BANK ACCOUNT WITH A BRAIN	United States	Hello Digit, Inc.	Serial No. 90838755	Filed 07/20/2021
DIGIT	All the federal and state and common law rights and interests of Hello Digit, Inc. in the tradename "Digit" or "DIGIT" and associated design marks, as used by Hello Digit, Inc. since 2013 in the United States and available to Hello Digit, Inc. pursuant to applicable laws, rules, or regulations.			
				
				
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