

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
8th Wall, Inc.		02/25/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Niantic, Inc.		
Street Address:	1 Ferry Building, Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5578677	8	
Registration Number:	5564186	8TH WALL	
Registration Number:	5564187	8TH WALL XR	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	16123355070		
Email:	webber@fr.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	51568-0125001		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	02/27/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is effective as of March 9, 2022 (the “Effective Date”), by and between 8th Wall, Inc. and 8th Wall LLC, (collectively, “8th Wall”) on the one hand, and Niantic, Inc., a Delaware corporation with an address of 1 Ferry Building, Suite 200, San Francisco, CA 94111 (“Niantic”) on the other hand.

RECITALS

- A. 8th Wall, Inc., is the record owner of a portfolio of trademarks identified on Schedule A that are registered or filed in several countries (collectively, the “Trademarks”);
- B. Pursuant to an Agreement and Plan of Reorganization dated as of March 9, 2022 (the “Merger Agreement”) 8th Wall, Inc. merged with Liberty Acquisition Sub I, Inc., a Delaware corporation, and the name of the merged entity became “8th Wall, Inc.”;
- C. Liberty Acquisition Sub II, LLC was formed on February 28, 2022, as a wholly-owned subsidiary of Niantic;
- D. On March 9, 2022, Liberty Acquisition Sub I, Inc. (now called 8th Wall, Inc.) merged into Liberty Acquisition Sub II, LLC, a Delaware limited liability company, and the name of the merged entity became “8th Wall LLC” (the foregoing transactions, taken together, the “Merger”);
- E. As a result of the above transactions and pursuant to the Merger Agreement, the Trademarks were assigned by operation of law from 8th Wall, Inc. to 8th Wall, LLC, a wholly-owned subsidiary of Niantic, Inc. effective as of the closing of the Merger; and
- F. 8th Wall, LLC wishes to specifically assign ownership of the Trademarks to Niantic.

For good and valuable considerations, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

- 1. Assignment: 8th Wall hereby sells, transfers, and assigns, free and clear of all liens, encumbrances, and claims, to Niantic, and Niantic accepts, all right, title, and interest in, to, and under the Trademarks, and in and to all causes of action, either in law or in equity, for past, present, or future infringement or other violations thereof, and all goodwill associated therewith, throughout the world.
- 2. Recordation and Further Assurances: 8th Wall authorizes Niantic (or its designee) to record and register the assignment granted herein with the World Intellectual Property Office, Trademark Offices, and any other relevant governmental agencies throughout the world.

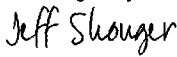
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The parties execute this Agreement below as of the date first above written.

8TH WALL LLC




As successor-in-interest to 8th Wall, Inc.






NIANTIC, INC.





DocuSigned by:

By: _____
Name: Jeffery Shouger
Title: Manager
Date signed: 2/25/2023


DocuSigned by:

By: _____
Name: Jeffery Shouger
Title: Chief Financial Officer
Date signed: 2/25/2023

**SCHEDULE A
TRADEMARKS**

Country	Mark	Class	(App.) Reg. No.	(App.) Reg. Date
Argentina	8TH WALL	9	3015284	Registration Date: 2017-12-28
Australia	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Australia	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Belarus	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Belarus	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Belarus	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Brazil	8TH WALL	42	914819143	Registration Date: 2019-05-07
Brazil	8TH WALL	9	914819097	Registration Date: 2019-05-07
Canada	8 Logo: 	9, 42	1903288	Registration Date: 2021-09-27
Canada	8TH WALL	9, 42	TMA1110313	Registration Date: 2021-09-27
China	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
China	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
European Union	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
European Union	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
European Union	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
India	8 Logo:	9, 42	1406520 (IR)	Registration Date: 2017-12-28

				
India	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
India	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Israel	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Israel	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Israel	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Japan	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Japan	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Japan	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Korea	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Korea	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Korea	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Mexico	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Mexico	8TH WALL	9, 42	1405055 (IR)	Registration Date:

				2017-12-28
Mexico	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
New Zealand	8 Logo: 	9, 42	1419145 (IR)	Registration date: 2019-06-7
New Zealand	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Russia	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
Russia	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
Russia	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
Taiwan	8TH WALL	9	01957896	Registration Date: 2016-12-18
United Kingdom	8 Logo: 	9, 42	1406520 (IR)	Registration Date: 2017-12-28
United Kingdom	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
United Kingdom	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28
United States	8 Logo: 	9, 42	5578677	Registration Date: 2018-10-09
United States	8TH WALL	9, 42	5564186	Registration Date: 2018-09-18
United States	8TH WALL XR	9, 42	5564187	Registration Date: 2018-09-18
WIPO	8 Logo:	9, 42	1406520 (IR)	Registration Date: 2017-12-28

				
WIPO	8 Logo:	9, 42	1419145 (IR)	Registration date: 2019-06-7
WIPO	8TH WALL	9, 42	1405055 (IR)	Registration Date: 2017-12-28
WIPO	8TH WALL XR	9, 42	1396119 (IR)	Registration Date: 2017-12-28