

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/02/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matonee Inc.		02/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aptos Foundation		
Street Address:	190 Elgin Avenue		
City:	George Town, Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-9008		
Entity Type:	Foundation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97269124	APTOS	
Serial Number:	97269126	APTOS	
Serial Number:	97269127	APTOS	
Serial Number:	97269137	APTOS BLOCKCHAIN	
Serial Number:	97269134	APTOS BLOCKCHAIN	
Serial Number:	97269130	APTOS BLOCKCHAIN	
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:	6122599722		
Email:	wesemand@gtlaw.com		
Correspondent Name:	Draeke H. Weseman		
Address Line 1:	90 South Seventh Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	206453.070000		
NAME OF SUBMITTER:	Draeke H. Weseman		
SIGNATURE:	/DHW/		

CH \$165.00 97269124

DATE SIGNED:	03/03/2023
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Total Attachments: 8

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This **NUNC PRO TUNC TRADEMARK ASSIGNMENT** ("Trademark Assignment") is made effective, *nunc pro tunc*, as of the Effective Date below, by Matonee Inc., a Delaware corporation ("Assignor"), in favor of Aptos Foundation, a foundation formed in accordance with the laws of the Cayman Islands and limited by guarantee without share capital ("Assignee"), principally located at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands. Assignor and Assignee are the "Parties" to this Trademark Assignment.

WHEREAS, Assignor and Assignee are the parties to an Asset Transfer Agreement dated effective September 2, 2022 (the "Effective Date"), wherein Assignor previously assigned, transferred, and conveyed to Assignee certain Transferred Assets, including all of Assignor's right, title, and interest worldwide in and to the trademarks set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and

WHEREAS, the Parties desire to confirm and record that Assignor has previously assigned, transferred, and conveyed to Assignee, and Assignee has previously accepted from Assignor, all of Assignor's worldwide right, title, and interest in and to all of the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

NOW THEREFORE, the Parties hereby confirm the actual and legal transfer of the Assigned Trademarks from Assignor to Assignee, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

1. Trademark Assignment. It is hereby confirmed that, as of the Effective Date, in consideration of the execution of the Asset Transfer Agreement, the payment of the consideration stipulated in the Asset Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency of which have previously been acknowledged and are hereby acknowledged, Assignor did irrevocably assign, transfer, and convey to Assignee, and Assignor hereby further *nunc pro tunc* assigns, transfers, and conveys to Assignee, as of the Effective Date, and Assignee previously accepted and now further confirms that it accepts, as of the Effective Date, the Assigned Trademarks.

2. Terms of the Asset Transfer Agreement. The parties agree that nothing in this Trademark Assignment shall modify, amend or change the Asset Transfer Agreement, the terms of which shall remain in full force and effect and are incorporated herein by reference.

Signed February 17th, 2023 to be effective *nunc pro tunc* as of the Effective Date.

ASSIGNOR:

Matonee Inc.

DocuSigned by:
By: Mo Shaikh
0102530000544

Name: Mohammad Shaikh
Title: Chief Executive Officer

ASSIGNEE:

Aptos Foundation

DocuSigned by:
By: Oliver Bell
0FAC0D-9428B422

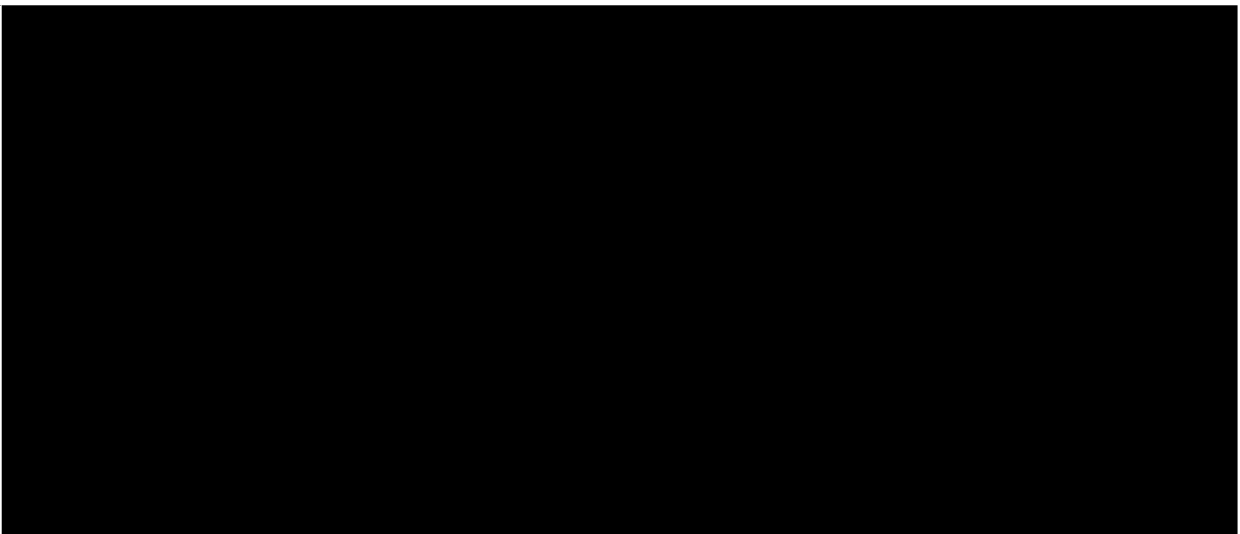
Name: Oliver Bell
Title: Director

SCHEDULE 1

Assigned Trademarks

“Assigned Trademarks” shall mean all right, title, and interest in and to the “Aptos” and “Aptos blockchain” trademark, service mark, tradename, logo, trademarks, service marks, trade dress, trade names, taglines, brand names, logos, designs, corporate names, source and business identifiers and all goodwill related thereto, including all registrations, issuances, applications, divisions, continuations, renewals, reissues and extensions of any of the foregoing (as applicable) whether existing as of the Effective Date or thereafter filed, issued, or acquired, including but not limited to, the registrations and applications set forth in the tables below.

Trademark Registrations



Trademark Applications

Mark	Jurisdiction	Filing Date	Application No.
APTOS	United States of America	2/16/2022	97/269,124
APTOS	United States of America	2/16/2022	97/269,126
APTOS	United States of America	2/16/2022	97/269,127
APTOS BLOCKCHAIN	United States of America	2/16/2022	97/269,137

APTOS BLOCKCHAIN	United States of America	2/16/2022	97/269,134
APTOS BLOCKCHAIN	United States of America	2/16/2022	97/269,130

