

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nairobi Online Unu S.R.L.		03/09/2023	societate cu raspundere limitata (srl): ROMANIA
RECEIVING PARTY DATA			
Name:	Belnick, LLC		
Street Address:	4350 Ball Ground Highway		
City:	Canton		
State/Country:	GEORGIA		
Postal Code:	30114		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6416716	UPGORILO	
Registration Number:	6489358	UPGORILO	
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:	212-439-5153		
Email:	wmiller@wissingmiller.com		
Correspondent Name:	Wendy E. Miller		
Address Line 1:	31 Hudson Yards, 11th Floor		
Address Line 2:	Wissing Miller LLP		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	253-0078		
NAME OF SUBMITTER:	Wendy E. Miller		
SIGNATURE:	/Wendy E. Miller/		
DATE SIGNED:	03/17/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Agreement”) is entered into on March 9, 2023, by Nairobi Online Unu S.R.L., a societate cu raspundere limitata (srl) formed under the laws of Romania (“Assignor”), and Belnick, LLC (dba Ubique Group), a Georgia limited liability company (“Assignee”). Capitalized terms used herein without definitions will have the respective meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 9, 2023 (the “**Asset Purchase Agreement**”); pursuant to which Assignee will purchase certain assets of Assignor used in the Business, effective as of the date hereof;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell and Assignee has agreed to purchase certain assets of the Assignor including Assignor’s intellectual property assets which includes the properties set forth on and attached hereto as **Exhibit A** (collectively the “Intellectual Property Assets”);

WHEREAS, the Assignor and Assignee desire that the assignment of said rights be made of record in relevant governmental or administrative offices as applicable; and

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, and delivers to Assignee its right, title and interest in and to the Intellectual Property Assets, including without limitation, (a) the trademarks set forth in **Exhibit A**, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated therewith, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and (b) the domain names set forth in **Exhibit A**; and Assignee hereby accepts such assignment

2. **Cooperation and Recordation.**

(a) Assignor hereby agrees to cooperate with Assignee as reasonably necessary and at Assignee’s expense to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets. Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee, or its respective successors or assigns, may reasonably request to affect the terms of this Agreement, including without limitation, any affidavits, testimony, declarations, further assignments, oaths, samples, exhibits, specimens of use, and other documentation or evidence, and cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder.

3. **Delivery of Tangible Items.** Assignor shall arrange, at the cost and expense of Assignee, for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

4. **Maintenance.** Assignor agrees that it has and it shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the

appropriate administrative agency or registry, and to take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. **Asset Purchase Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded or expanded by this Agreement but will remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. **Miscellaneous.**

(a) This Agreement, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(d) No amendment of any provision of this Agreement shall be effective unless in writing and signed by both Parties. Failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Agreement or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) This Agreement shall not be assigned by any Party (by operation of law or otherwise) without the Prior written consent of the other party, except that, after the Closing Date, Assignee may assign this Agreement to any of its affiliates.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NAIROBI ONLINE UNU S.R.L.

By 
Mihai Petre (Mar 3, 2023 09:29 GMT-3)
Name: Mihai Petre
Title: Manager

BELNICK, LLC (DBA UBIQUE GROUP)


By 
Joseph Rainone (Mar 9, 2023 08:50 EST)
Name: Joseph Rainone
Title: Chief Executive Officer

Exhibit A

<u>Trademark</u>	<u>Registration Number</u>	<u>Grant Date</u>	<u>Country</u>
UPGORILO	6,416,716	July 13, 2021	US
UPGORILO	6,489,358	Sept 21, 2021	US

Domain names: www.Upgorilo.com

<https://iwantrmybonus.com/>

<https://iwantrmyprize.com/>











Exhibit C - IP Assignment - Upgorilo to Belnick (execution version)

Final Audit Report

2023-03-09

Created:	2023-03-09
By:	Andy Neiterman (AndyNeiterman@TheUbiqueGroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV91mPxnHUrCg8H7cDpkRe0b6S-6ihpAj

"Exhibit C - IP Assignment - Upgorilo to Belnick (execution version)" History

-  Document created by Andy Neiterman (AndyNeiterman@TheUbiqueGroup.com)
2023-03-09 - 1:29:56 AM GMT
-  Document emailed to mihai@nowrev.com for signature
2023-03-09 - 1:31:01 AM GMT
-  Email viewed by mihai@nowrev.com
2023-03-09 - 8:25:12 AM GMT
-  Signer mihai@nowrev.com entered name at signing as mihail petre
2023-03-09 - 8:28:25 AM GMT
-  Document e-signed by mihail petre (mihai@nowrev.com)
Signature Date: 2023-03-09 - 8:28:27 AM GMT - Time Source: server
-  Document emailed to josephrainone@theubiquegroup.com for signature
2023-03-09 - 8:28:29 AM GMT
-  Email viewed by josephrainone@theubiquegroup.com
2023-03-09 - 8:50:56 AM GMT
-  Signer josephrainone@theubiquegroup.com entered name at signing as Joseph Rainone
2023-03-09 - 11:58:14 AM GMT
-  Document e-signed by Joseph Rainone (josephrainone@theubiquegroup.com)
Signature Date: 2023-03-09 - 11:58:16 AM GMT - Time Source: server
-  Agreement completed.
2023-03-09 - 11:58:16 AM GMT