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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM802721

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GiveSmart UK Limited		04/06/2023	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	GiveSmart US, Inc.	
Street Address:	9620 Executive Center Dr. N, Suite 200	
City:	St. Petersburg	
State/Country:	FLORIDA	
Postal Code:	33702	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark	
Registration Number:	4534444	GIVESMART MAXIMIZING FUNDRAISING REVENUE	
Registration Number:	5914472	GIVESMART	

CORRESPONDENCE DATA

Fax Number: 8655234478

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.

Phone: 8655464305

Email: mbradford@luedeka.com
Correspondent Name: Michael J. Bradford
Address Line 1: P. O. Box 1871

Address Line 4: Knoxville, TENNESSEE 37901

ATTORNEY DOCKET NUMBER:	73509.M1 / 73509.M2
NAME OF SUBMITTER:	Michael J. Bradford
SIGNATURE:	/Michael J. Bradford/
DATE SIGNED:	04/13/2023

Total Attachments: 2

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TRADEMARK
REEL: 008041 FRAME: 0347

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is made on April 6, 2023, by and between GiveSmart UK Limited, a company incorporated under the laws of England and Wales ("Assignor"), and GiveSmart US, Inc., a Delaware (United States) corporation ("Assignee").

RECITALS:

WHEREAS, pursuant to a March 14, 2023, Contribution, Assignment and Subscription Agreement, Assignor assigned the entire right, title and interest in and to the trademarks and registrations therefore identified, including those set forth on **Schedule A** hereto (the "Marks") and the goodwill associated with the Marks;

WHEREAS, this Assignment is being executed to confirm the earlier assignment of the Marks and goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The above recitals are incorporated herein as if set forth below.
- Assignor has assigned and hereby assigns all of Assignor's right, title and interest in, to and with respect to the following:
 - a) The Marks:
 - All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
- Assignee hereby accepts the assignment and conveyance of the Marks and goodwill.
- 4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

GIVESMART UK LIMITED, as Assignor

By: Mide Hounds
Name: Mike Henricks

Title: Director

GIVESMART US, INC., as Assignee

By: Michael Shardan

Name: Michael Sheridan

Title: Secretary

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TRADEMARK
REEL: 008041 FRAME: 0348

Schedule A

Territory	Trademark	Trademark number	Date of registration	Renewal Date	Classes
United States	'GIVESMART'	5,914,472	19 November 2019	19 November 2025	35 and 42
United States	'GIVESMART MAXIMIZING FUNDRAISING REVENUE'	4,534,444	20 May 2014	20 May 2024	9 and 35

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RECORDED: 04/13/2023

TRADEMARK REEL: 008041 FRAME: 0349