

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
98point6 Inc.		04/20/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	98point6 Technologies Inc.		
<b>Street Address:</b>	701 5th Avenue, Suite 2500		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5297115	98POINT6	
<b>Registration Number:</b>	5623593		
<b>Registration Number:</b>	5479323		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			
<b>Phone:</b>	4152686538		
<b>Email:</b>	achung@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor, Morrison & Foerster		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	026094-0000007		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	04/24/2023		
<b>Total Attachments: 5</b>			
source=Tailwind -- Trademark Assignment Agreement - 5535977.DOCX#page1.tif			
source=Tailwind -- Trademark Assignment Agreement - 5535977.DOCX#page2.tif			
source=Tailwind -- Trademark Assignment Agreement - 5535977.DOCX#page3.tif			

CH \$90.00 5297115

source=Tailwind -- Trademark Assignment Agreement - 5535977.DOCX#page4.tif

source=Tailwind -- Trademark Assignment Agreement - 5535977.DOCX#page5.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement, dated as of 04/20/2023 (“**Trademark Assignment**”), is entered into by 98point6 Technologies Inc., a Delaware corporation (“**Assignee**”) and 98point6 Inc., a Delaware corporation (“**Assignor**”).

**WHEREAS**, the parties entered into the Contribution Agreement, dated March 31, 2023 (“**Contribution Agreement**”);

**WHEREAS**, in accordance with the Contribution Agreement, Assignor desires to convey, assign, and transfer to Assignee, and Assignee desires to accept such conveyance, assignment, and transfer, all right, title, and interest in, to, and under the trademarks listed in Exhibit A attached hereto, together with all goodwill associated therewith, and all applications, registrations, and renewals in connection thereof (the “**Trademarks**”); and

**WHEREAS**, Assignee is a successor to a portion of the business of the Assignor to which the Trademarks pertain;

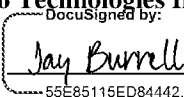
**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration set forth in the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably conveys, assigns, and transfers to Assignee, and Assignee hereby accepts from Assignor all right, title, and interest of every kind and nature in, to, and arising from the Trademarks, including the right to sue for and otherwise recover damages or other compensation for past, present, or future infringement, misappropriation or violation of rights related to the foregoing.
2. Assignor hereby authorizes the recordation of this Trademark Assignment with the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions necessary to effect the sale, transfer, conveyance, assignment, and delivery of the Trademarks to Assignee. Assignor will promptly, and at no cost to Assignee, execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or appropriate, in the reasonable opinion of Assignee, to convey, establish, evidence, maintain, defend, and enforce Assignee’s rights in the Trademarks.
3. The parties acknowledge that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. If any conflict exists between this Trademark Assignment and the Contribution Agreement, the Contribution Agreement will control.
4. This Trademark Assignment is made under and will be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and obligations of the parties.
5. This Trademark Assignment may be executed in 2 or more copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*(Signatures begin on the following page)*

IN WITNESS WHEREOF, the parties have each caused this Trademark Assignment to be duly executed by an authorized officer as of the date first written above.

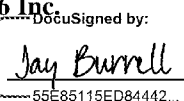
**98point6 Technologies Inc.**

By:  \_\_\_\_\_  
DocuSigned by:  
55E85115ED84442...

Name: Jay Burrell

Title: President & CEO

**98point6 Inc.**


By:  \_\_\_\_\_  
DocuSigned by:  
55E85115ED84442...

Name: Jay Burrell

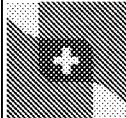

Title: President & CEO

## EXHIBIT A

## TRADEMARKS

Trademark	Jurisdiction	Application or Registration No.	Status and Issue Date	Owner of Record
98POINT6 (Word Mark)	Brazil (IC009)	914595741	Issued on 4/24/2019	98point6 Inc.
98POINT6 (Word Mark)	Brazil (IC038)	914595946	Issued on 05/07/2019	98point6 Inc.
98POINT6 (Word Mark)	Brazil (IC042)	914596071	Issued on 04/24/2019	98point6 Inc.
98POINT6 (Word Mark)	Brazil (IC044)	914596241	Issued on 04/24/2019	98point6 Inc.
98POINT6 (Word Mark)	Canada	TMA1060968	Issued on 10/28/2019	98point6 Inc.
98POINT6 (Word Mark)	Madrid System	1416670	Issued on 04/19/2018	98point6 Inc.
98POINT6 (Word Mark)	United Kingdom	UK00801416670	Issued on 1/11/2019	98point6 Inc.
98POINT6 (Word Mark)	United States	5297115	Issued on 09/26/2017	98point6 Inc.
Cross (Design Mark) 	Australia	1901853	Issued on 07/18/2018	98point6 Inc.
Cross (Design Mark) 	Brazil (IC009)	914055704	Issued on 02/19/2019	98point6 Inc.
Cross (Design Mark) 	Brazil (IC038)	914055461	Issued on 02/19/2019	98point6 Inc.
Cross (Design Mark) 	Brazil (IC042)	914055585	Issued on 02/19/2019	98point6 Inc.
Cross (Design Mark) 	Brazil (IC044)	914055798	Issued on 02/19/2019	98point6 Inc.
Cross (Design Mark) 	Canada	TMA1086685	Issued on 10/30/2020	98point6 Inc.

Trademark	Jurisdiction	Application or Registration No.	Status and Issue Date	Owner of Record
 Cross (Design Mark)	European Union Trademark and Designs Office 1	17715781	Issued on 09/17/2018	98point6 Inc.
 Cross (Design Mark)	India	3732514	Issued on 1/20/2018	98point6 Inc.
 Cross (Design Mark)	Japan	6050958	Issued on 06/08/2018	98point6 Inc.
 Cross (Design Mark)	Mexico (IC009)	1871071	Issued on 04/24/2019	98point6 Inc.
 Cross (Design Mark)	Mexico (IC038)	1870730	Issued on 4/13/2018	98point6 Inc.
 Cross (Design Mark)	Mexico (IC042)	1870731	Issued on 4/13/2018	98point6 Inc.
 Cross (Design Mark)	Mexico (IC044)	1871072	Issued on 04/13/2018	98point6 Inc.
 Cross (Design Mark)	New Zealand	1085188	Issued on 07/24/2018	98point6 Inc.
 Cross (Design Mark)	Russian Federation	710842	Issued on 05/13/2019	98point6 Inc.
 Cross (Design Mark)	United Kingdom	UK00003284424	Issued on 4/27/2018	98point6 Inc.

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application or Registration No.</b>	<b>Status and Issue Date</b>	<b>Owner of Record</b>
Cross (Design Mark) 	United States	5623593	Issued on 12/04/2018	98point6 Inc.
Dialogue Bubble & Cross (Design Mark) 	United States	5479323	Issued on 05/29/2018	98point6 Inc.