

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Merger Sub II, LLC		05/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ouraring Inc.		
Street Address:	415 Mission St.		
Internal Address:	37th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90812743	BIO RING	
Serial Number:	90597799	BIONIC RING	
Registration Number:	6049873	MOBILE ACCESS MANAGER	
Registration Number:	6040142	MOBILE READER EDGE	
Registration Number:	6040141	MOBILE READER PRO	
Registration Number:	5581157	MOTIV	
Registration Number:	6040144	PRESENCE AWARE	
Registration Number:	6040139	P	
Registration Number:	6304095	P	
Registration Number:	5092330	PROXY	
Serial Number:	88812720	PROXY	
Registration Number:	6045241	PROXY	
Registration Number:	5344148	PROXY MOBILE ACCESS	
Serial Number:	97128124	RINGO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3032452092
Email: docket@hollandhart.com, ccmiller@hollandhart.com,
ouratrademark@hollandhart.com
Correspondent Name: Catherine C. Miller, Holland & Hart LLP
Address Line 1: P.O. Box 8749
Address Line 2: Attn: Trademark Docketing
Address Line 4: Denver, COLORADO 80201-8749

ATTORNEY DOCKET NUMBER:	112502.0001
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NAME OF SUBMITTER:	Catherine C. Miller
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SIGNATURE:	/Catherine C. Miller/
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DATE SIGNED:	05/26/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) effective as of the date of the last signature below (“*Effective Date*”) is made by and between Twin Merger Sub II, LLC, a Delaware limited liability company with an address at 415 Mission Street, 37th Floor, San Francisco, California 94105 (“*Assignor*”) and Ouraring Inc., a Delaware corporation with an address at 415 Mission Street, 37th Floor, San Francisco, California 94105 (“*Assignee*”);

WHEREAS, Assignor owns all worldwide rights, title, and interest in and to the trademarks as set forth in **Schedule A** attached hereto and incorporated herewith, and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, the goodwill of the business associated with and symbolized by the trademarks, and the portion of the business associated therewith (hereinafter collectively referred to as the “*Trademarks*”);

WHEREAS, Assignee desires to purchase, acquire, and accept Assignor’s worldwide rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks and all common law rights appurtenant thereto, and the portion of the business associated therewith;

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

1. Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee all of Assignor’s worldwide rights, title, and interests in and to the Trademarks, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, all common law rights appurtenant thereto, the goodwill of the business associated with and symbolized by the Trademarks, the portion of the business associated exclusively therewith, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing, whether accruing before, on, or after the date hereof. Assignee is the successor to that portion of the ongoing and existing business of the Assignor to which the Trademarks pertain.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, by DocuSign (or by other electronic signature), and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.

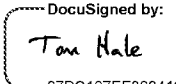
4. Assignor authorizes the United States Patent and Trademark Office to record the transfer of the Trademarks to Assignee as recipient of Assignor's entire right, title and interest to the Trademarks.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the Effective Date set out below.

ASSIGNOR

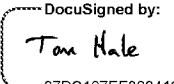
**Thomas Hale
President
Twin Merger Sub II, LLC**

Signature:  _____
97BC197EF863413

Date: May 26, 2023




ASSIGNEE

**Thomas Hale
Chief Executive Officer
Ouraring Inc.**

Signature:  _____
97BC197EF863413

Date: May 26, 2023

SCHEDULE A

Trademark	Country	Issuance or Application Date	Registration or Serial Number
Bio Ring	United States	2021-07-06	Serial No. 90/812,743
Bionic Ring	United States	2021-03-23	Serial No. 90/597,799
Mobile Access Manager	United States	2020-05-05	Reg. No. 6049873 Serial No. 88/400,141
Mobile Reader Edge	United States	2020-04-28	Reg. No. 6040142 Serial No. 88/348,510
Mobile Reader Pro	United States	2020-04-28	Reg. No. 6040141 Serial No. 88/348,490
Motiv	United States	2018-10-09	Reg. No. 5581157 Serial No. 86/780,648
Presence Aware	United States	2020-04-28	Reg. No. 6040144 Serial No. 88/348,583
 (P + Stylized Lettering)	United States	2020-04-28	Reg. No. 6040139 Serial No. 88/348,281
 (P + Stylized Lettering)	United States	2021-03-30	Reg. No. 6304095 Serial No. 88/812,661
Proxy	United States	2016-11-29	Reg. No. 5092330 Serial No. 86/712,096
Proxy	United States	2020-02-27	Serial No. 88,812,720
 (P + Stylized Lettering)	United States	2020-05-05	Reg. No. 6045241 Serial No. 88/348,313
Proxy Mobile Access	United States	2017-11-28	Reg. No. 5344148 Serial No. 87/180,655
Ringo	United States	2021-11-16	Serial No. 97/128,124
Bionic Ring	WIPO	2022-07-19	Reg No. 1629382
Bionic Ring	Australia	2021-09-23	Reg No. 2232917

Bionic Ring	Canada	2023-03-01	Serial No. 2151123
Bionic Ring	South Korea	2021-09-23	Serial No. 1629382
Bionic Ring	United Kingdom	2021-09-23	Reg. No. WO0000001629382
Bionic Ring	Singapore		Serial No. 40202129257P
Ringo	WIPO	2022-05-13	Reg. No. 1681461
Ringo	Australia	2022-05-13	Serial No. 2298933
Ringo	Canada	2022-05-13	Serial No. 2208322
Ringo	China	2022-05-13	Serial No. 1681461
Ringo	European Union	2022-05-13	Serial No. 1681461
Ringo	Japan	2022-05-13	Serial No.1681461
Ringo	Singapore	2022-05-13	Serial No. 40202260166U
Ringo	South Korea	2022-05-13	Serial No. 1681461
Ringo	United Kingdom	2022-05-13	Reg. No. WO0000001681461