

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plastiq Inc.		07/31/2023	Corporation: DELAWARE
PLV Inc.		07/31/2023	Corporation: DELAWARE
Nearside Business Corp.		07/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Plastiq, Powered By Priority, LLC		
Street Address:	2001 Westside Parkway, Suite 155		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85630306	PLASTIQ	
Serial Number:	97301389	PLASTIQ	
Serial Number:	97301379	PLASTIQ	
Serial Number:	97301400	PLASTIQ	
Serial Number:	97301392	PLASTIQ	
Serial Number:	97064098	NEAR SIDE	
Serial Number:	97064094	NEAR SIDE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	404.885.2569		
Email:	trademarks@troutman.com		
Correspondent Name:	Lauren Giambalvo, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 2:	Troutman Pepper		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	256523.000018		

CH \$190.00 85630306

NAME OF SUBMITTER:	Lauren N Giambalvo
SIGNATURE:	/Lauren N Giambalvo/
DATE SIGNED:	08/01/2023
Total Attachments: 5 source=Project Bellamy - Trademark Assignment Agreement (FE)#page1.tif source=Project Bellamy - Trademark Assignment Agreement (FE)#page2.tif source=Project Bellamy - Trademark Assignment Agreement (FE)#page3.tif source=Project Bellamy - Trademark Assignment Agreement (FE)#page4.tif source=Project Bellamy - Trademark Assignment Agreement (FE)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of July 31, 2023, is made and entered into by and among **PLASTIQ INC., PLV INC. AND NEARSIDE BUSINESS CORP.**, (“Sellers”) and **PLASTIQ, POWERED BY PRIORITY, LLC**, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of May 23, 2023 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers, each of which are set forth on Exhibit A attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer, assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks, including: (i) the goodwill of the business symbolized by the Marks, (ii) all domestic and foreign registrations therefor, (iii) all renewals and extensions of any such application, registration and filing, (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, misappropriations or violations thereof; (v) all rights to sue for past, present and future infringements, misappropriations or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (vi) all rights corresponding to any of the foregoing throughout the world, (vii) the benefit of all waivers of moral rights secured by Sellers; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns and legal representatives, free and clear of all Liens (other than Permitted Liens). Seller hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

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

SELLERS:

PLASTIQ INC.

By Vladimir Kasparov
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

PLV INC.

By Vladimir Kasparov
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

NEARSIDE BUSINESS CORP.

By Vladimir Kasparov
Name: Vladimir Kasparov
Title: Chief Restructuring Officer

BUYER:

PLASTIQ, POWERED BY PRIORITY, LLC

By _____
Thomas C. Priore
Chief Executive Officer & President

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

SELLERS:

PLASTIQ INC.

By _____
Name:
Title:

PLV INC.

By _____
Name:
Title:

NEARSIDE BUSINESS CORP.

By _____
Name:
Title:

BUYER:

PLASTIQ, POWERED BY PRIORITY, LLC

By Thomas Priore
Thomas C. Priore
Chief Executive Officer & President

Exhibit A to Trademark Assignment Agreement

MARKS

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Owner</u>
United States	85630306	May 21, 2012	4271905	January 8, 2013	PLASTIQ	Plastiq, Inc.
United States	97301389	March 8, 2022	7096933	July 4, 2023	PLASTIQ	Plastiq, Inc.
United States	97301379	March 8, 2022	N/A	N/A	PLASTIQ	Plastiq, Inc.
United States	97301400	March 8, 2022	7052730	May 16, 2023	PLASTIQ	Plastiq, Inc.
United States	97301392	March 8, 2022	7052729	May 16, 2023	PLASTIQ	Plastiq, Inc.
United States	97064098	October 7, 2021	N/A	N/A	NEARSIDE	Nearside Business Corp.
United States	97064094	October 7, 2021	6926523	December 13, 2022	NEARSIDE	Nearside Business Corp.
Canada	1603161	November 20, 2012	TMA877640	May 12, 2014	PLASTIQ	Plastiq, Inc.
Canada	2208206	September 7, 2022	N/A	N/A	PLASTIQ	Plastiq, Inc.