

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830698

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900791146		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SketchDeck Inc.		08/04/2023	Corporation:
RECEIVING PARTY DATA			
Name:	SketchDeck, LLC		
Street Address:	182 S. Murphy Ave.		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94086		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5894415	SKETCHDECK	
Registration Number:	5894417	SKETCHDECK	
Serial Number:	90856008	AGENCYMAX	
CORRESPONDENCE DATA			
Fax Number:	9496790461		
<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:	949-679-0052		
Email:	dmoroz@umbergzipser.com		
Correspondent Name:	UMBERG ZIPSER LLP		
Address Line 1:	1920 MAIN STREET		
Address Line 2:	SUITE 750		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	104109.0000		
NAME OF SUBMITTER:	Danielle Moroz		
SIGNATURE:	/Danielle Moroz/		
DATE SIGNED:	08/09/2023		
Total Attachments: 5			

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source=TM Assignment Agreement_Intercorp_SketchDeck-Signed#page3.tif
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Attorney Docket No. 104109.0000

ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into effective March 2, 2023 (the "Effective Date"), by and between **SketchDeck Inc.**, a corporation, having an address of: 182 S. Murphy Ave, Sunnyvale, California 94086 (referred to hereinafter as "ASSIGNOR"), and **SketchDeck, LLC**, a limited liability company having its principal place of 182 S. Murphy Ave, Sunnyvale, California 94086 (referred to hereinafter as "ASSIGNEE").

WHEREAS, ASSIGNOR has obtained by way of assignment certain intellectual property as outlined in the attached Schedule; which together with related good will and all other intellectual property of all kinds whatsoever (whether or not recorded with a government agency) is referred to hereinafter as the **IP ASSETS**;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, good will and interest in, to and under said IP ASSETS, including but not limited to any legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the IP ASSETS, and including all rights to sue for past, present or future infringement.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said IP ASSETS as may be known and accessible to ASSIGNOR, and will testify as to the same in any litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said IP ASSETS which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative. This Assignment shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto.

Attorney Docket No. 104109.0000

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized officers or representatives.

ASSIGNOR

By: DocuSigned by:
Evan Lupion

SketchDeck Inc.

Date: 8/4/2023 | 11:40 AM PDT

ASSIGNEE

By: DocuSigned by:
Evan Lupion

SketchDeck, LLC

Date: 8/4/2023 | 11:40 AM PDT

Attorney Docket No. 104109.0000

SCHEDULE OF INTELLECTUAL PROPERTY

Mark	Filing Date	Serial No.	Reg. No.
SKETCHDECK	August 28, 2018	88096375	5,894,415
SKETCHDECK	August 28, 2018	88096379	5,894,417
AGENCYMAX	July 29, 2021	90856008	

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL
CORPORATION LAW AND SECTION 18-214 OF
THE DELAWARE LIMITED LIABILITY ACT**

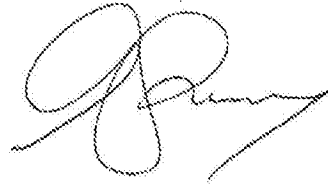
1. SketchDeck Inc., a Delaware corporation (the "Corporation"), was first incorporated in the State of Delaware on December 2, 2013.

2. The name of the Corporation immediately prior to the filing of this Certificate of Conversion is SketchDeck Inc. and the jurisdiction of the Corporation immediately prior to filing this Certificate of Conversion is the State of Delaware.

3. The name of the limited liability company as set forth in the Certificate of Formation is SketchDeck, LLC, a Delaware limited liability company.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Corporation has executed this Certificate of Conversion on this 2nd day of March, 2023.



By: _____

Name: Anthony Donnarumma

Title: Chief Executive Officer

[Signature Page to Certificate of Conversion]