

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEBULOUS, INC.		07/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE SIA FOUNDATION, INC.		
Street Address:	75 North Main St., #6016		
City:	Randolph		
State/Country:	MASSACHUSETTS		
Postal Code:	02368		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87673666	SIACOIN	
Serial Number:	87673663	SIA	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bcplaw.com		
Correspondent Name:	Bryan Cave Leighton Paisner LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	3005788.5		
NAME OF SUBMITTER:	Matthew G. Minder		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	09/29/2023		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is entered into as of the last date of signature below (the "Effective Date"), by and between NEBULOUS, INC., a Delaware corporation ("Assignor"), and THE SIA FOUNDATION, INC., a Delaware corporation (the "Assignee"). Assignor and Assignee are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement dated as of December 14, 2020 (the "Transfer Agreement"), whereby Assignor sold, assigned, and conveyed to Assignee all of Assignor's right, title, and interest in and to the Transferred Assets (as defined in the Transfer Agreement);

WHEREAS, prior to and as of December 14, 2020 ("Assignment Date"), Assignor owned and used the Intellectual Property included in the Transfer Agreement, including all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, including, but not limited to, trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin identified in Schedule A, and all applications, registrations, and common law rights therein (collectively, the "Trademarks");

WHEREAS, the Parties acknowledge that this Assignment is intended to effectuate a full and complete assignment, as of the Assignment Date, by Assignor to Assignee of all of Assignor's rights in and to the Trademarks together with the goodwill of the business in connection therewith.

NOW, THEREFORE, pursuant to the Transfer Agreement and in consideration of the above premises, and for other good and valuable consideration, including the consideration as set forth in the Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee, its successors, and assigns, all of its right, title and interest in and to the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted therefor and all goodwill associated therewith; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.
2. Recordation. Assignor hereby requests the USPTO, and the intellectual property offices of any other jurisdictions, to record this Assignment and to issue all registrations and renewals for the Trademarks to Assignee in accordance with the terms of this Assignment.

3. Further Assurances. At the reasonable request of Assignee or its successor or assign, Assignor shall execute and deliver any instruments, and do and perform any other acts and things as may be reasonably necessary or desirable to effect and evidence the transactions contemplated hereby and to maintain, defend and enforce the Trademarks, including the execution, acknowledgment and recordation of any instruments and searching for and delivering documents.
4. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such right, title, and interest assigned hereby in Assignee, its successors, assigns, and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of their ownership and continuous use of the Trademarks from the date of first use or registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties named herein and their respective successors, permitted assigns, heirs, transferees, executors, administrators, and legal representatives.
6. Choice of Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision.
7. Amendment; Headings. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Parties. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.
8. Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile, PDF, DocuSign or similar method), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNOR:

NEBULOUS, INC.

By: David Vorick

Name: David Vorick

Title: Co-Founder and CEO

ASSIGNEE:

THE SIA FOUNDATION, INC.


By: Luke Champine

Name: Luke Champine

Title: President

Date: 07/08/2023

SCHEDULE A

Jurisdiction	Trademark	App. No.	Reg. No.	Status
USA	SIACOIN	87673666	5625532	Registered
USA	SIA	87673663	5559547	Registered
United Kingdom	SIACOIN	UK00917894389	UK00917894389	Registered
EU	SIACOIN	017894389	017894389	Registered
EU	SIA & Design 	018276973		Pending