

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI61063

<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>
PW Figure 1, LLC		02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Figure 1 Inc.		
<b>Street Address:</b>	66 Wellington Street West		
<b>Internal Address:</b>	Suite 5300, TD Bank Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1E6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>Company Name:</b>	Figure 1, Corp.		
<b>Street Address:</b>	66 Wellington Street West		
<b>Internal Address:</b>	Suite 5300, TD Bank Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1E6		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4900268	FIGURE 1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2024695160		
<b>Email:</b>	joanna.crosby@hklaw.com,pt-docketing@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington , DISTRICT OF COLUMBIA 20006		

OP \$40.00.00 86441153

<b>ATTORNEY DOCKET NUMBER:</b>	215116.00004
<b>NAME OF SUBMITTER:</b>	JOANNA DURHAM CROSBY
<b>SIGNATURE:</b>	JOANNA DURHAM CROSBY
<b>DATE SIGNED:</b>	03/01/2024

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of February 21, 2024, is made by and between PW Figure 1, LLC (“Assignee”), and Figure 1 Inc., a corporation organized under the federal laws of Canada (“Canadian Seller”), and Figure 1, Corp., a Delaware corporation (“US Seller,” and together with Canadian Seller, each an “Assignor” and collectively, “Assignors”). Assignee and Assignors are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignors are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignors and the other parties thereto (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey, and deliver to Assignee, among other assets, certain Intellectual Property of Assignors, and Assignors and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Entities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and solely to the extent provided for in the Purchase Agreement, each Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of such Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and all international conventions and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications, and currently unregistered trademarks, service marks and logos, set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(c) the copyright registrations and applications, and currently unregistered copyrights associated with assets transferred to Assignee in the Purchase Agreement, as set forth

on Schedule 3 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the internet domain names and social media accounts set forth on Schedule 4 hereto (if any) and all content displayed thereon or uploaded thereto, together with the goodwill connected with the use thereof and symbolized thereby (collectively, the “Domain Names and Social Media Accounts”);

(e) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignors shall, at the sole cost and expense of Assignee, take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignors or Assignee under the Purchase Agreement. This instrument is executed and delivered pursuant to the Purchase Agreement and shall be governed and interpreted according to the terms thereof and, to the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall 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 those of the State of Delaware.

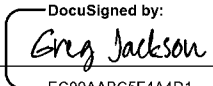
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed as of the date first above written.

PW FIGURE 1, LLC

By: \_\_\_\_\_  


Name: Greg Jackson

Title: CEO

FIGURE 1 INC.

By: \_\_\_\_\_

Name: Josh Wildstein

Title: CEO

FIGURE 1, CORP.

By: \_\_\_\_\_

Name: Josh Wildstein

Title: President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed as of the date first above written.

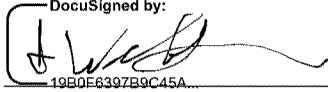
PW FIGURE 1, LLC

By: \_\_\_\_\_

Name: Greg Jackson

Title: CEO

FIGURE 1 INC.

By:  \_\_\_\_\_  
19B0F6397B9C45A...

Name: Josh Wildstein

Title: CEO

FIGURE 1, CORP.

By:  \_\_\_\_\_  
19B0F6397B9C45A...

Name: Josh Wildstein

Title: President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 008368 FRAME: 0166**

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

No registered patents or pending applications



**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

- *Registered trademarks and applications*

<b>Registrant</b>	<b>Mark</b>	<b>Jurisdiction(s)</b>	<b>Registration Number</b>	<b>Application Number</b>	<b>Issue Date MM/DD/YY</b>	<b>Upcoming Deadlines (Renewals) MM/DD/YY</b>
Figure 1 Inc.	FIGURE 1	UK	UK00003227324	-	09/22/2017	04/09/2027
Figure 1 Inc.	FIGURE 1	EU	-	016646317	08/25/2017	04/26/2027
Figure 1 Inc.	FIGURE 1	CANADA	TMA916504	1695935	10/07/2015	10/07/2030
Figure 1 Inc.	FIGURE 1	USA	4900268	86441153	02/16/2016	Not provided by USPTO

- *Unregistered marks and logos (and all variations thereof)*



- *Unregistered tradenames and corporate names*

- Figure 1
- Figure 1 Healthcare
- Figure 1 Academy
- Figure 1 Pulse
- Figure 1 DDx Podcast
- Figure 1: Forward

### **SCHEDULE 3**

#### **COPYRIGHTS AND COPYRIGHT APPLICATIONS**

All unregistered but copyrightable materials in the transferred assets, including but not limited to:

- Proprietary software code underpinning the Figure 1 mobile and web applications;
- Proprietary algorithm for personalized user content feeds;
- Transferred business documentation and marketing materials; and
- The content of websites and social media accounts referenced in Schedule 4 below.

**SCHEDULE 4**

**DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS**

- *Internet Domain Name Registrations:*

<b>Domain</b>	<b>Registrar</b>	<b>Expiration Date</b>	<b>Record Owner</b>
Figure1.com	Tucows Domains Inc	2024-12-16	Figure 1 Inc.
Figure1.ca	Tucows Domains Inc	2024-07-22	Figure 1 Inc.
Figure1.io	Tucows Domains Inc	2024-04-15	Figure 1 Inc.

- Social Media Accounts:
  - [instagram.com/figure1/](https://www.instagram.com/figure1/)
  - [tiktok.com/@figure1app](https://www.tiktok.com/@figure1app)
  - [linkedin.com/company/figure1](https://www.linkedin.com/company/figure1)
  - [facebook.com/figure1](https://www.facebook.com/figure1)
  - [twitter.com/Figure1](https://twitter.com/Figure1)