

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superpeer, Inc.		03/11/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Skillshare, Inc.		
Street Address:	215 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97202278	SUPERPEER	
Serial Number:	90510730	SUPERPEER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9174946641		
Email:	carissa@carissaweiss.com		
Correspondent Name:	Ms. Carissa Weiss		
Address Line 1:	745 Fifth Avenue, Suite 500		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	CARISSA WEISS		
SIGNATURE:	CARISSA WEISS		
DATE SIGNED:	03/22/2024		
Total Attachments: 5			
source=Superpeer-Skillshare-TM Assignment - signed#page1.tif			
source=Superpeer-Skillshare-TM Assignment - signed#page2.tif			
source=Superpeer-Skillshare-TM Assignment - signed#page3.tif			
source=Superpeer-Skillshare-TM Assignment - signed#page4.tif			
source=Superpeer-Skillshare-TM Assignment - signed#page5.tif			

OP \$65.00.00 97202278

TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** (“Agreement”), dated as of March 11, 2024 (“Effective Date”), is entered into by and between Superpeer, Inc., a Delaware corporation located and doing business at 1850 Joseph Drive, Moraga, CA 94556 (“Assignor”), and Skillshare, Inc., a Delaware corporation located and doing business at 215 Park Avenue South, New York, NY 10003 (“Assignee”), pursuant to that certain asset purchase agreement dated March 11, 2024 by and between Assignor and Assignee (the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain trademark rights of Assignor related to the Business;

NOW, THEREFORE, in consideration of the covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably assigns, sells, conveys, and transfers to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, and interest in and to the following:

- a. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register, and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on the Schedule attached hereto (collectively, the “Trademarks”);
- b. all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for unauthorized use or infringement of the trademark rights identified above;
- c. all licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by any such licenses or rights;
- d. all amendments, extensions, and renewals of any of the Trademarks; and
- e. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. RECORDATION AND FURTHER ACTIONS

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Assignee.

3. FURTHER ASSURANCES

Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. ENTIRE AGREEMENT

This Agreement, the Schedule hereto, the Purchase Agreement, and the other documents and agreements contemplated thereby contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. AMENDMENT AND ASSIGNMENT

This Agreement may not be amended or altered except by a written instrument executed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. SEVERABILITY

If any term or provision of this Agreement is held to be unenforceable under applicable law by a court of competent jurisdiction, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this Agreement, (b) the balance of this Agreement will be interpreted as if such provision were so excluded, and (c) the balance of this Agreement will be enforceable in accordance with its terms.

7. GOVERNING LAW

This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties hereto 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 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. Each party hereto agrees that any claim, controversy, or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with the terms of the Purchase Agreement.

8. COUNTERPARTS; ELECTRONIC SIGNATURES

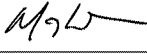
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are collectively deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party hereto agrees that electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Superpeer, Inc.

Skillshare, Inc.

By: 
Name: Devrim Yasar
Title: President

By: 
Name: Matt Cooper
Title: Chief Executive Officer

SCHEDULE

Application Serial Number	Registration Number	Office	Mark	Goods & Services	Owner of Record	Status
97202278	7135707	USPTO	SUPERPEER	IC 042: Providing an interactive website featuring technology that allows users to upload, exchange and share videos and livestreams, create, manage, monetize, and share cohort-based educational courses in a wide range of fields, manage subscriptions, process payments, engage with viewers, host live virtual events online, and engage and facilitate online business networking; Platform as a service (PAAS) featuring computer software platforms to allow users to schedule virtual meetings, engage in social and business networking, and create, edit, record, share, and view videos and livestream events	Superpeer, Inc.	Registered August 15, 2023
90510730	6715844	USPTO	Superpeer	IC 038: Providing access to telecommunication networks; Audio/video teleconferencing services; Computer aided transmission of messages and images; Consulting services in the field of communications; Leasing of telecommunications lines; Providing internet chat rooms	Superpeer Inc.	Registered May 3, 2022









Superpeer-Skillshare-TM Assignment

Final Audit Report

2024-03-21

Created:	2024-03-21
By:	Jayshree Mahtani (jayshree@skillshare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-3eZD_8Zk8wGWFH9TNGDtvKagzzvXK

"Superpeer-Skillshare-TM Assignment" History

-  Document created by Jayshree Mahtani (jayshree@skillshare.com)
2024-03-21 - 2:34:23 PM GMT
-  Document emailed to Devrim Yasar (dvrmysr@gmail.com) for signature
2024-03-21 - 2:34:59 PM GMT
-  Document emailed to Matt Cooper (matt@skillshare.com) for signature
2024-03-21 - 2:34:59 PM GMT
-  Email viewed by Devrim Yasar (dvrmysr@gmail.com)
2024-03-21 - 3:07:30 PM GMT
-  Document e-signed by Devrim Yasar (dvrmysr@gmail.com)
Signature Date: 2024-03-21 - 3:09:07 PM GMT - Time Source: server
-  Email viewed by Matt Cooper (matt@skillshare.com)
2024-03-21 - 3:11:57 PM GMT
-  Document e-signed by Matt Cooper (matt@skillshare.com)
Signature Date: 2024-03-21 - 3:12:08 PM GMT - Time Source: server
-  Agreement completed.
2024-03-21 - 3:12:08 PM GMT