

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473421

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALLEGO HOLDINGS, INC. | | 03/08/2018 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | ALLEGO, INC. | | |
| Street Address: | 117 Kendrick street, suite 800 | | |
| City: | Needham | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02494 | | |
| Entity Type: | Corporation: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5227689 | ALLEGO | |
| Registration Number: | 5355235 | FLASH DRILLS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6178018713 | | |
| <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: | (617) 570-8236 | | |
| Email: | cdoyle@goodwinlaw.com | | |
| Correspondent Name: | Coleen Doyle, Senior Paralegal | | |
| Address Line 1: | 100 Northern Avenue, Goodwin Procter LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02210 | | |
| NAME OF SUBMITTER: | COLEEN DOYLE | | |
| SIGNATURE: | /Coleen Doyle/ | | |
| DATE SIGNED: | 05/10/2018 | | |
| Total Attachments: 3 | | | |
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 8th day of March, 2018, by and between Allego Holdings, Inc., a corporation organized and existing under the laws of Massachusetts, and having a usual place of business at 117 Kendrick Street Suite 800 Needham, MA 02494 ("Assignor") and Allego, Inc., a corporation organized and existing under the laws of Massachusetts, and having a usual place of business at 117 Kendrick Street Suite 800 Needham, MA 02494 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Contribution Agreement, dated as of the date hereof (the "Assignment Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.


Assignor does hereby authorize the Director of the United States Patent & Trademark Office, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: ALLEGO HOLDINGS,
INC.

Name: Yuchun Lee
Signature: 
Title: Chief Executive Officer

ASSIGNEE: ALLEGO, INC.

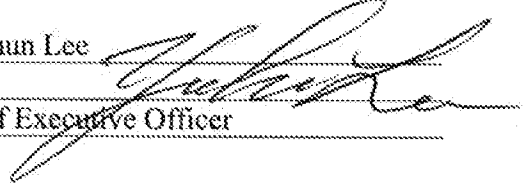
Name: Yuchun Lee
Signature: 
Title: Chief Executive Officer

Exhibit A

Marks

| <i>Mark</i> | <i>Jurisdiction</i> | <i>Application No. & Date</i> | <i>Registration No. & Date</i> |
|--------------|---------------------|-----------------------------------|------------------------------------|
| ALLEGO | United States | 87-237-274 - November 15, 2016 | 5,227,689 - June 20, 2017 |
| FLASH DRILLS | United States | 87-507-021 - June 27, 2017 | 5,355,235 - December 12, 2017 |