

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489558

<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>
Say Media Inc.		07/05/2018	Corporation: DELAWARE
Wearable World, Inc		06/22/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adogy LLC		
<b>Street Address:</b>	251 High Street #B		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4605498	READWRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4134736164		
<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>	5126090059		
<b>Email:</b>	feras@lloydmousilli.com		
<b>Correspondent Name:</b>	Feras Mousilli		
<b>Address Line 1:</b>	11807 Westheimer Road Suite 550 PMB 944		
<b>Address Line 4:</b>	Houston, TEXAS 77077		
<b>NAME OF SUBMITTER:</b>	Feras Mousilli, Attorney of Record		
<b>SIGNATURE:</b>	/Feras Mousilli/		
<b>DATE SIGNED:</b>	09/11/2018		
<b>Total Attachments: 6</b>			
source=2018_07_05_15_30_18#page1.tif			
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source=Trademark Assignment Agreement - Final#page2.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is between **Say Media Inc.**, a Delaware corporation doing business at 180 Townsend Street, San Francisco, CA 94107 (“**Assignor**”), **Wearable World, Inc.**, a Delaware corporation doing business at 3601 Lyon St., San Francisco, CA 94123, (“**Intermediary**”) and **Adogy LLC**, a Utah corporation doing business at 251 High Street #B Palo Alto CA 94301 (“**Assignee**”), collectively referred to as the “**Parties**” and individually as a “**Party**,” and is entered into as of the last date of signature (“**Effective Date**”).

1. **Mark.** The term “**Mark**” as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, and product designs, including but not limited to all registrations and/or registration application rights and all right to prepare derivate marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as “**Mark**”) identified as follows:

<b>Serial Number:</b>	86199647
<b>Registration Number:</b>	4605498
<b>Word Mark:</b>	READWRITE
<b>Design:</b>	<b>READWRITE</b>

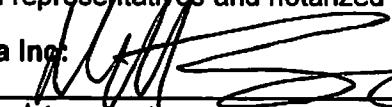
1. **Prior Assignment.** Assignor had assigned all rights to the Mark to Intermediary through a previous Trademark Assignment Agreement dated February 5, 2015, and attached to this Agreement as Exhibit A, (“**Previous Agreement**”).
2. **Registration.** Assignor and Intermediary both hereby warrant that they have not registered the Previous Agreement for the Mark, licensed the Mark to a third party, or otherwise registered an assignment or encumbrance of title to the Mark with the United States Patent and Trademark Office.
3. **Warranty.** Assignor and Intermediary both further warrant that between their respective two entities combined they have full and complete authority to transfer the Mark to Assignee. Assignor and Intermediary both warrant they are not aware of any pending claims against the Mark.
4. **Assignment.** Assignor and Intermediary both hereby irrevocably assign, grant, and transfer to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor and Intermediary both further authorize the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor and Intermediary both agree to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
5. **Consideration.** Assignee shall pay Assignor and Intermediary each the sum of ten dollars (\$10), payable on execution in consideration for assignment of the Mark.
6. **Execution and Delivery.** Both Assignor and Intermediary shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and


**TRADEMARK ASSIGNMENT AGREEMENT**


confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

- 7. **Legal Fees.** If any party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
- 8. **Governing Law.** All disputes arising out of or in connection with this Agreement will be governed by the laws of the State of California without reference to conflict of laws principles. The validity, interpretation, effect, and enforcement of this Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, CA, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- 9. **Severability & Interpretation.** If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be considered separate and apart from the remainder of this Agreement and the other provisions shall remain fully valid and enforceable. In the event that provision is held to be overly broad as written, such provision shall be deemed amended to narrow its application to render the provision enforceable and shall be enforced as amended.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee related to the Mark.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and notarized accordingly.

**Say Media Inc:**  
 Signed:   
 Name: MATT SANCHEZ  
 Title: CEO  
 Date: 7/5/18

**Wearable World, Inc:**  
 Signed:   
 Name: Philippe CASES  
 Title: CEO  
 Date: 6/22/18

**Adogy LLC:**  
 Signed:   
 Name: John Rampton  
 Title: President  
 Date: 7/7/18

# **TRADEMARK ASSIGNMENT AGREEMENT**

## **Exhibit A - Previous Agreement**

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of February 5, 2015, by and between between **Say Media, Inc.**, a Delaware corporation doing business at 180 Townsend Street, San Francisco, California 94556 (“*Assignor*”), and **Wearable World, Inc.**, a Delaware corporation doing business at 3601 Lyon St., San Francisco, CA 94123 (“*Assignee*”);

WHEREAS, Assignor owns the trademarks and service marks set forth on Exhibit A attached hereto (the “*Assigned Marks*”);

WHEREAS, pursuant to the Asset Purchase Agreement of even date herewith between Assignor and Assignee (the “*Asset Purchase Agreement*”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Assigned Marks, together with any registrations for the Assigned Marks worldwide; the goodwill of the business symbolized by the Assigned Marks; and all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.
2. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Marks.
3. Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith.
4. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Assigned Marks.

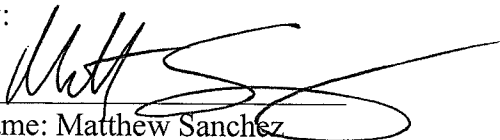
This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered as of the date first written above.

**ASSIGNOR**

By:



Name: Matthew Sanchez

Title: CEO

**ASSIGNEE**

By:



Name: Kyle Ellicott

Title: Founder / COO

**Exhibit A**

**Schedule of Assigned Marks**

READWRITE trademark application No. 86/199647