

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526131

<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>
SMOOCH TECHNOLOGIES INC.		05/14/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMOOCH TECHNOLOGIES ULC		
<b>Street Address:</b>	1600-925 West Georgia Street		
<b>City:</b>	Vancouver, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6C 3L2		
<b>Entity Type:</b>	Unlimited Liability Company: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5220796	SMOOCH	
<b>Registration Number:</b>	5220795		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	48736.00.0001		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	06/03/2019		
<b>Total Attachments: 4</b>			
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**THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** (the "Agreement") is effective as of 9:00 a.m. (Eastern Daylight Time) on May 14, 2019 (the "Effective Time")

**BETWEEN:**

**SMOOCH TECHNOLOGIES INC.**, a corporation existing under the laws of the Province of Québec

(the "Assignor")

- and -

**SMOOCH TECHNOLOGIES ULC**, an unlimited liability company existing under the laws of British Columbia

(the "Assignee")

**RECITALS:**

- A. The Assignor and the Assignee are parties to an asset transfer agreement effective as of 9:00 a.m. (Eastern Daylight Time) on May 14, 2019 (as may have been amended, supplemented, restated and/or otherwise modified to the date and time hereof, the "Purchase Agreement").
- B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee its interest in and to and arising out of the Company Intellectual Property Rights, including the trademarks set forth in Schedule A of this Agreement (the "Intellectual Property").
- C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**NOW THEREFORE**, the parties hereby covenant and agree as follows:

1. Assignment by Assignor

The Assignor hereby grants, assigns, transfers and sets over unto the Assignee, as and from the Effective Time, for the Assignee's sole use and benefit, all of the Assignor's right, title and interest in, to and under the Intellectual Property, if any.

2. Assumption by Assignee

The Assignee hereby accepts this assignment and agrees to assume, and shall observe and perform, all of the Assignor's obligations and liabilities under the Intellectual Property which are to be observed or performed thereunder as and from the Effective Time.

3. Successor and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

4. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and shall be treated in all respects as a Québec contract.

5. Execution by Counterparts

This Agreement may be executed in counterparts and may be executed and delivered by facsimile or PDF and each such counterpart shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

6. Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this assignment and shall use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

7. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held to be invalid or unenforceable shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

*[Signatures on following page]*

The parties have executed this Agreement as of the date and time first mentioned.



**SMOOCH TECHNOLOGIES INC.**

By: Warren Levitan  
Name: warren Levitan  
Title: president and CEO

**SMOOCH TECHNOLOGIES ULC**

By: Warren Levitan  
Name: warren Levitan  
Title: president and CEO

**Schedule A  
Trademarks**

Description	Owner	Status	Number	Registration or Filing Date	Jurisdiction
SMOOCH	Smooch Technologies Inc.	Registered	Reg. no.: TMA957,574	Reg. date: December 9, 2016	Canada
SMOOCH CONVERSATION CLOUD	Smooch Technologies Inc.	Allowed	Application no.: 1799802	Filing date: September 12, 2016	Canada
	Smooch Technologies Inc.	Registered	Reg. no.: TMA957,575	Reg. date: December 9, 2016	Canada
SMOOCH	Smooch Technologies Inc.	Registered	Reg. no.: 5,220,796	Reg. date: June 13, 2017	United States
	Smooch Technologies Inc.	Registered	Reg. no.: 5,220,795	Reg. date: June 13, 2017	United States

Assignment and Assumption of Intellectual Property

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**RECORDED: 06/03/2019**

**TRADEMARK  
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