

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yappn Acquisition Sub, Inc.		05/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Yappn Canada, Inc.		
Street Address:	2001 Shepard Avenue E		
City:	North York, Ontario		
State/Country:	CANADA		
Postal Code:	M2J 4Z8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4993690	YAPPN	
Registration Number:	5013205	YAPPN	
CORRESPONDENCE DATA			
Fax Number:	2157511142		
<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:	2155672010		
Email:	rssilver@crbcp.com		
Correspondent Name:	Robert S. Silver		
Address Line 1:	1635 MARKET STREET - 12th Floor		
Address Line 2:	7 PENN CENTER		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-2212		
NAME OF SUBMITTER:	Robert S. Silver		
SIGNATURE:	/Robert S. Silver/		
DATE SIGNED:	07/09/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, Yappn Acquisition Sub, Inc., a Delaware corporation, (hereinafter “ASSIGNOR”) is the owner of all rights, title and interest in and to the United States trademark and registrations identified in the below chart (said United States trademark and registration hereinafter referred to as “Trademark Rights”) and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85830533	4993690	YAPPN	<u>TSDR</u>	LIVE
2	85830530	5013205	YAPPN	<u>TSDR</u>	LIVE

WHEREAS, YAPPN Canada, Inc., a Canadian company, having a principal place of business at 2001 Sheppard Avenue E, North York, Ontario M2J 4Z8, (hereinafter “ASSIGNEE”), is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights;

WHEREAS, ASSIGNOR on October 31, 2017 agreed to sell and did sell, and ASSIGNEE agreed to purchase and did purchase the Trademark Rights and the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights; and

WHEREAS, ASSIGNEE and ASSIGNOR desire to memorialize the transfer of the Trademark Rights and the goodwill associated therewith in a form suitable for recordation.

NOW, THEREFORE, ASSIGNEE and ASSIGNOR intending to be legally bound under the laws of the United States of America, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ASSIGNOR hereby confirms its agreement to sell, confirms that it sold and does hereby sell to ASSIGNEE, and ASSIGNEE hereby confirms it agreed to purchase, purchased and does hereby purchase from ASSIGNOR, all of the rights, title and interest in and to the

Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.


2. ASSIGNOR further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights that may be deemed necessary by ASSIGNEE, or by ASSIGNEE's successors-in-interest or assigns, fully to secure to ASSIGNEE, or to ASSIGNEE's successors-in-interest or assigns, ASSIGNOR's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

This Assignment shall be effective as of October 31, 2017.

ASSIGNOR, YAPPN Acquisition Sub, Inc. is no longer an active corporation; however, Craig McCannell, who was Chief Financial Officer of YAPPN Acquisition Sub, Inc. as October 31, 2017 and who has knowledge prior intention of YAPPN Acquisition Sub, Inc. to assign and transfer all of the Trademark Rights and the goodwill of the business associated with and symbolized by the Trademark Rights to ASSIGNEE has caused this assignment to be executed on this 31st day of May

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 31st day of May, 2019.

On Behalf of:
YAPPN Acquisition Sub, Inc.


Name: Craig McCannell

Title: Chief Financial Officer

Province of Ontario :
City of Toronto : SS
:

On this 31st day of May, 2019 before me personally appeared Craig McCannell who after being duly sworn, did depose and say that at the time of the Assignment he is Chief Financial Officer of YAPPN Acquisition Sub, Inc. the corporation described herein, and which execute the above instrument; and he signed his name thereto by like order.

Gerjan Kalaci (SEAL)
Notary Public

~~MY COMMISSION EXPIRES~~

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 31st day of May
2019.

On Behalf of:
YAPPN Canada, Inc.

Gerjon Kalaci
Name: Gerjon Kalaci
Title: Chief Executive Officer

IN WITNESS WHEREOF, I, Gerjon Kalaci of YAPPN Canada, Inc. have hereunto affixed my hand and seal this 31st day of May, 2019 and further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Gerjon Kalaci
Name: Gerjon Kalaci