

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/14/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belly, Inc.		01/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Mobivity, Inc.
Street Address:	55 North Arizona Place, Suite 310
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85225
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5020000	BELLY
Registration Number:	4906921	BELLY
Registration Number:	4213063	BELLY
Registration Number:	4906922	BELLY BITES
Registration Number:	5019999	BELLY BITES
Registration Number:	4906931	BELLY DIGEST
Registration Number:	4906932	BELLYCARD
Registration Number:	4627613	
Registration Number:	4619986	FULL OF REWARDS
Registration Number:	4627612	FLOP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4153983141

Email: iplaw@evoke.law

Correspondent Name: Mary L. Shapiro

Address Line 1: 244 California Street, Suite 507

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK

NAME OF SUBMITTER:	Nicole A. Syzdek
SIGNATURE:	/Nicole A. Syzdek/
DATE SIGNED:	04/21/2020
Total Attachments: 3 source=FIRST ADDENDUM TO THE ASSET PURCHASE AGREEMENT 01-22-2020 (Ref. No. 103-001300US) signed#page1.tif source=FIRST ADDENDUM TO THE ASSET PURCHASE AGREEMENT 01-22-2020 (Ref. No. 103-001300US) signed#page2.tif source=FIRST ADDENDUM TO THE ASSET PURCHASE AGREEMENT 01-22-2020 (Ref. No. 103-001300US) signed#page3.tif	

FIRST ADDENDUM TO THE ASSET PURCHASE AGREEMENT

This First Addendum to the Asset Purchase Agreement (“**First Addendum**”), effective as of November 14, 2018 (“**Effective Date**”), is made by and between Mobivity Holdings Corp., a Nevada corporation (“**Parent**”), Mobivity, Inc., a Nevada corporation (“**Buyer**”), and Belly, Inc., a Delaware corporation (“**Seller**”). Parent, Buyer, and Seller may each individually be referred to as a “**Party**” or collectively as the “**Parties**.”

WHEREAS, the Parties entered into the Asset Purchase Agreement effective November 14, 2018 (the “**Agreement**”), which is hereby incorporated by reference, whereby Seller, the Assignor, transferred and assigned certain assets to Buyer, the Assignee, in exchange for consideration;

WHEREAS, the Agreement did not provide a full and comprehensive list of the trademarks and registration numbers of trademarks being assigned (collectively the “**Identification Information**”);

WHEREAS, the Parties wish to clarify the specific trademarks transferred by the Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Agreement, the receipt and sufficiency of which was acknowledged, the Parties agree as follows:

1. The Parties acknowledge and agree that the terms of the Agreement apply to the purchase, transfer, and assignment of the trademarks identified in Exhibit A (the “**Assigned Marks**”), and that the Assignment encompasses:
 - a. The goodwill of the business relating to the products and services on which the Assigned Marks are used;
 - b. All income, royalties, and damages hereafter due or payable to Seller with respect to the Assigned Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Assigned Marks; and
 - c. All rights to sue and collect damages for past, present, and future infringement or misappropriation of the Assigned Marks.
2. These assigned rights shall be held and enjoyed by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law, as fully and entirely as the same would have been held and enjoyed by Seller if this First Addendum had not been made.
3. This First Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned represents that it has authority to execute this First Addendum and, has read, understands, and agreed to its terms, and has executed this instrument as of the date set forth below.

[Signature page to follow]

MOBIVITY HOLDINGS CORP.
(Parent)

Signature: Lynn Tiscareno

Name: Lynn Tiscareno

Title: CFO

Date: 01/22/20

MOBIVITY, INC.
(Buyer)

Signature: Lynn Tiscareno

Name: Lynn Tiscareno

Title: CFO

Date: 01/22/20

BELLY, INC.
(Seller)

Signature: Joel Wicks


Name: Joel Wicks

Title: COO

Date: 1/22/2020

EXHIBIT A

Assigned Marks

Mark	Registration Number	Registration Date
BELLY	5020000	16 Aug 2016
BELLY	4906921	01 Mar 2016
BELLY	4213063	25 Sep 2012
BELLY BITES	4906922	01 Mar 2016
BELLY BITES	5019999	16 Aug 2016
BELLY DIGEST	4906931	01 Mar 2016
BELLYCARD	4906932	01 Mar 2016
	4627613	28 Oct 2014
FULL OF REWARDS	4619986	14 Oct 2014
FLOP	4627612	28 Oct 2014