

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personaliti ITC Ltd.		04/30/2020	Limited Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Namogoo Technologies Ltd.		
Street Address:	8 HaSadnaot Street		
City:	Herzeliya		
State/Country:	ISRAEL		
Entity Type:	Limited Corporation: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4991405	PERSONALI	
Registration Number:	5484264	INTELLIGENT INCENTIVE PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	9735976327		
<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:	(973)597-6326		
Email:	dtoma@lowenstein.com		
Correspondent Name:	c/o David Toma, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	33107-17		
NAME OF SUBMITTER:	David Toma		
SIGNATURE:	/David Toma/		
DATE SIGNED:	04/30/2020		
Total Attachments: 7			
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PATENT AND TRADEMARK CONFIRMATORY ASSIGNMENT

This Patent and Trademark Confirmatory Assignment ("*Assignment*") dated and effective as of April 30, 2020 (the "*Effective Date*"), is entered into by and between:

(1) **Personali, Inc.**, a corporation formed under the laws of Delaware, having a business address at 205 E. 42nd Street, New York, NY 10017 (formerly Netotiate Inc.), and **Personali ITC Ltd.**, a limited corporation formed under the laws of Israel, having a business address at 127 Yigal Alon Street, Tel Aviv-Yafo ("*Assignors*"); and

(2) **Namogoo Technologies Ltd.**, a limited corporation formed under the laws of Israel, having a business address at 8 HaSadnaot street Herzeliya, Israel ("*Assignee*").

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of April 30, 2020 (as amended, supplemented or modified, the "*Purchase Agreement*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignors, all right, title and interest in, to and under the patents and patent applications set forth on Schedule A, together with the inventions and improvements described and claimed therein (collectively, the "*Patents*"), the trademarks set forth on Schedule B, together with the goodwill associated therewith (collectively, the "*Trademarks*"), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree as follows:

1. Patent Assignment. Effective as of the Effective Date, Assignors hereby sell, convey, assign, and transfer to Assignee, and Assignee accepts, any and all of Assignors' right, title and interest in, to and under the Patents in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignors had this Assignment not been made, including, without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all patents that issue from the patent applications included in the Patents, (c) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to any of the Patents), (d) all rights to apply for, prosecute and obtain patents and industrial design registrations in respect of any of the inventions to the extent fully supported by the Patents throughout the world, and (e) all other rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Trademark Assignment. Effective as of the Effective Date, Assignors hereby sell, convey, assign, and transfer to Assignee, and Assignee accepts, any and all of Assignors' right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world (provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule B, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignors' business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing), the same to be held and enjoyed by Assignee as fully and completely as by Assignors had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

3. Recording. This Assignment has been executed and delivered by Assignors to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

4. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignors shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

6. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNORS:

Personali, Inc.

By: Dan Baruchi
Name: Dan Baruchi - CEO
Title: _____

ASSIGNEE:

Namogoo Technologies Inc.

By: _____
Name: _____
Title: _____

Personali ITC Ltd.

By: Dan Baruchi
Name: Dan Baruchi - CEO
Title: _____

{Signature page to Assignment}

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNORS:

Personali, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Namogoo Technologies Inc

By: _____ *Chemi Katz* _____

Name: Chemi Katz _____

Title: CEO _____

Personali ITC Ltd.

By: _____

Name: _____

Title: _____

Schedule A

Patents:

Title	App. No.	Patent No.	Country
Method and System for Effectuating an Electronic Purchase Transaction Between a Consumer Device and a Merchant	14/870,620	10,217,149	US
Method and System for Effectuating an Electronic Purchase Transaction Between a Consumer Device and a Merchant	1517237.2	<i>(pending)</i>	GB
Method and System for Effectuating an Electronic Purchase Transaction Between a Consumer Device and a Merchant	1120150271847	<i>(pending)</i>	BR
System and Method Thereof for Effectuating an Electronic Negotiation Between a Consumer Device and a Merchant	14/795,050	<i>(pending)</i>	US
System and Method Thereof for Effectuating an Electronic Negotiation Between a Consumer Device and a Merchant	1512845.7	<i>(pending)</i>	GB
System and Method Thereof for Effectuating an Electronic Negotiation Between a Consumer Device and a Merchant	1120150184626	<i>(pending)</i>	BR
System and Method for a Consumer to Merchant Negotiation	14/025,399	<i>(pending)</i>	US
System and Method for Generation of a Real-Time Personalized Price Adjustment	15/164,247	<i>(pending)</i>	US
System for Preventing Shopping Cart Abandonment	15/164,272	<i>(pending)</i>	US

System and Method for Electronic Adjustment of Prices in Websites	14/755,394	<i>(pending)</i>	US
System and Method for Providing Incentives Respective of Users Interaction With e-Commerce Web-site	15/621,644	<i>(pending)</i>	US

Schedule B

Trademarks:

Mark	App. No.	Reg. No.	Country
PERSONALI	86/641,930	4,991,405	US
INTELLIGENT INCENTIVE PLATFORM	87/555,098	5,484,264	US