

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNEXT SYSTEMS LTD.		05/22/2020	Limited Corporation:
RECEIVING PARTY DATA			
Name:	Perch Acquisition Co 2 LLC		
Street Address:	667 Boylston Street		
Internal Address:	3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5232555	BNEXT	
Registration Number:	5587719	BAMGO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	info@e-cabilly.com		
Correspondent Name:	CABILLY & CO.		
Address Line 1:	6 Maskit Street		
Address Line 2:	P.O. Box 12352		
Address Line 4:	Herzliya, ISRAEL 4673300		
NAME OF SUBMITTER:	Yael Rouach Cabilly		
SIGNATURE:	/YRC/		
DATE SIGNED:	06/02/2020		
Total Attachments: 3			
source=Bnext Trademark Assignment (US) - vF (1)#page1.tif			
source=Bnext Trademark Assignment (US) - vF (1)#page2.tif			
source=Bnext Trademark Assignment (US) - vF (1)#page3.tif			

OP \$65.00 5232555

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"),
dated as of May 22nd, 2020 (the "Effective Date"),
is made by Bnext Systems LTD, dba Bnext and BamGo ("Assignor") located at
Apt 13 16 HaKalir Street, Tel Aviv Israel 642516
and Perch Acquisition Co 2 LLC ("Assignee"), located at
667 Boylston Street, 3rd Floor, Boston, Massachusetts 02116.

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademarks with the goodwill of the business connected with the use of, and symbolized by, the Trademarks (as defined herein), and, pursuant to the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:
 - a. a trademark registrations including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Bnext Systems LTD, dba Bnext and BamGo

DocuSigned by:


Name: Idan Barzilay
Title: Owner

ASSIGNEE:

Perch Acquisition Co 2, LLC

DocuSigned by:


FE08D030441E400...
Chris Bell, Authorized Signatory

Schedule 1

Mark	Country	Reg. No.	Reg. Date	Status
Bnext	United States	5232555	June 27 th , 2017	Registered
BAMGO	United States	5587719	October 16 th , 2018	Registered