

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keuji Co.		06/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Quillbot, Inc.		
Street Address:	401 N. Michigan Ave.		
Internal Address:	Suite 1292		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88281259	QUILLBOT	
CORRESPONDENCE DATA			
Fax Number:	3126462501		
<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:	(312) 715-7312		
Email:	adamu@au-llc.com		
Correspondent Name:	Adam E. Urbanczyk		
Address Line 1:	564 W. Randolph St. 2nd Floor		
Address Line 2:	AU LLC		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Adam E. Urbanczyk		
SIGNATURE:	/Adam E. Urbanczyk/		
DATE SIGNED:	06/07/2020		
Total Attachments: 3			
source=tm_assignment_keuji_quillbot_executed#page1.tif			
source=tm_assignment_keuji_quillbot_executed#page2.tif			
source=tm_assignment_keuji_quillbot_executed#page3.tif			

OP \$40.00 88281259

Trademark Assignment

Assignor: Keuji Co 1105 Midwest Club Oak Brook, IL 60523	Assignee: Quillbot, Inc. 401 N. Michigan Ave. Suite 1292 Chicago IL, 60611
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Marks Subject to the Assignment

<u>Jurisdiction</u>	<u>Word Mark</u>	<u>Reg. / Ser. No.</u>	<u>Logo</u>
US	QUILLBOT	88281259	N/A

WHEREAS, the Assignor identified above, a Florida corporation, is the owner of all right, title, and interest in and to one or more registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs including, without limitation, all registration and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business(es) symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (collectively, the "Marks") identified above; and

WHEREAS, Assignee identified above, a Delaware corporation, desires to acquire the entire right, title, and interest of Assignor in and to the Marks.

NOW, THEREFORE, for good and valuable consideration as recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby irrevocably sell, assign, grant and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Marks in perpetuity; and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for registrations in the U.S. and any and all foreign countries and regions, in its own name if desired, and to otherwise take advantage of the provisions of any international conventions; and

Assignor will make no further use of the Marks or any confusingly similar mark in commerce in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing; and

Assignor further agrees to not challenge Assignee's use or ownership of the Marks; and

Assignor hereby authorizes and requests transfer of the Marks, and any further applications which may be or shall have been filed, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing registrations or other evidence or forms of any intellectual property protection issuing from use of the Marks and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Marks, and that Assignor has not conveyed nor will convey hereafter any interest in or to the Marks to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, on behalf of any individuals associated with the filing or prosecution of application for the Marks in Assignor's employ or under its direction or control, agrees to disclose to the Assignee any information, including, but not limited to, trademark clearance searches, that Assignor is presently aware of or becomes aware of in the future that would materially affect the registerability of the Marks or the present or future enforceability of the Marks; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts reasonably necessary to perfect the Assignee's enjoyment of this grant, and render all reasonably necessary assistance in making application for, obtaining, and enforcing any of the Marks, including giving testimony in any proceedings or transactions involving such Marks; and

Assignor further covenants and agrees that this Assignment is effective as of the date of execution of this document by Assignor's representative below.

[Execution Pages to Follow***]***

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

)
) ss.
)

ASSIGNOR: Kenji Co.

Dated: 06/02/2020

[Signature]
(signature)

Place: Oak Brook, IL

By: Rohan Gupta
(printed name of authorized agent of assignor)

Its: CEO
(title)

Before me, a Notary Public in and for said City and Country, personally appeared the identified representative of the Assignor, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 2ND day of JUNE, 2020

[Signature]
Notary Public

My Commission Expires: JUNE 19 2022

