

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sittercity Incorporated		08/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Choice Sitter Solutions LLC		
<b>Street Address:</b>	20 West Kinzie Street, Suite 1500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87702067		
<b>Registration Number:</b>	5722616	SITTERCITY.COM	
<b>Registration Number:</b>	5228752	CHIME	
<b>Registration Number:</b>	4584437	THE BEST CHILD CARE STARTS HERE	
<b>Registration Number:</b>	4639717	WHO'S YOUR NANNY?	
<b>Registration Number:</b>	4244642	YEARS AHEAD	
<b>Registration Number:</b>	4212587	SITTERCITY	
<b>Registration Number:</b>	4046932	SITTERCITY PLEDGE	
<b>Registration Number:</b>	4046933	SITTERCITY SHORT NOTICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>			
<b>Phone:</b>	203-975-7505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1568631.00002		

OP \$240.00 87702067

<b>NAME OF SUBMITTER:</b>	Christina London
<b>SIGNATURE:</b>	/christina london/
<b>DATE SIGNED:</b>	08/17/2020
<b>Total Attachments: 6</b> source=Sittercity to Choice Sitter Trademark Assignment#page1.tif source=Sittercity to Choice Sitter Trademark Assignment#page2.tif source=Sittercity to Choice Sitter Trademark Assignment#page3.tif source=Sittercity to Choice Sitter Trademark Assignment#page4.tif source=Sittercity to Choice Sitter Trademark Assignment#page5.tif source=Sittercity to Choice Sitter Trademark Assignment#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of August 4, 2020 between Choice Sitter Solutions LLC, a Delaware limited liability company ("Assignee") and Sittercity Incorporated, a Delaware corporation ("Assignor"). Assignee and Assignor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule A attached hereto, which are registered with, or for which application for registration has been filed with, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignor desires to assign to Assignee all of its rights, titles and interests in and to the Assigned Marks.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assigned Marks Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles and interests in and to the Assigned Marks, all registrations and applications for registrations thereof and the goodwill of the businesses connected with the use thereof and symbolized thereby, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, royalties, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including the right to compromise, sue for and collect such profits and damages.

2. Recordation of this Agreement. With respect to any registered Assigned Marks, Assignor hereby authorizes the Director of the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any other empowered official of any U.S. State or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto (the "Applicable Official") to record this Agreement upon request by Assignee. Assignor hereby further authorizes any Applicable Official, upon request by Assignee, to issue any and all trademark registrations resulting from applications among the Assigned Marks or derived therefrom to Assignee as assignee of the entire right, title and interest therein.

3. Miscellaneous.

(a) Interpretation. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The word "or" shall not be exclusive. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular.

(b) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the choice or conflict of law rules or principles of any jurisdiction that would give rise to the application of the substantive laws of any other jurisdiction.

(c) Further Assurances. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall promptly execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action as may be necessary, to effect, evidence, or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.


(d) Counterparts. This Agreement may be executed and delivered electronically and in two or more counterparts, all of which shall be considered an original one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

**ASSIGNEE:**

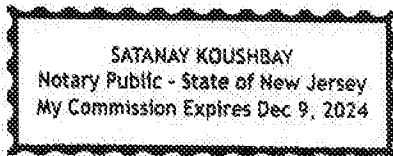
**CHOICE SITTER SOLUTIONS LLC**

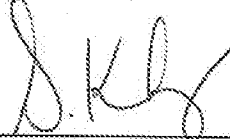
By:   
Name: Elizabeth Harz  
Title: President

**NOTARIAL CERTIFICATE**

On this 24 day of July, 2020, before me, personally appeared Elizabeth Harz, who is known to me or was identified to me to be the individual who executed the foregoing instrument, and who acknowledged to me that she executed the same of her own free will and for the purpose herein set forth.

[NOTARIAL SEAL]

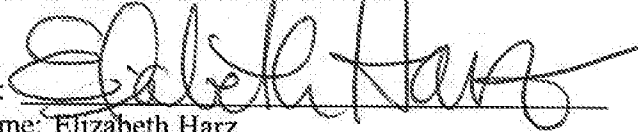


  
Notary Public  
Print Name: Satanay Koushbay  
My commission expires: 12/09/2024

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

**ASSIGNOR:**

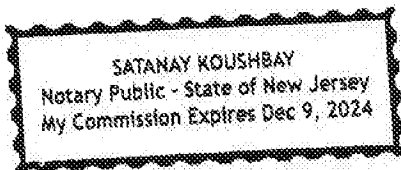
**SITTERCITY INCORPORATED**

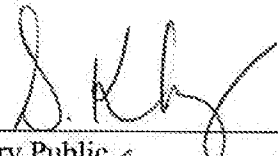
By:   
Name: Elizabeth Harz  
Title: Chief Executive Officer

**NOTARIAL CERTIFICATE**

On this 04 day of July, 2020, before me, personally appeared Elizabeth Harz, who is known to me or was identified to me to be the individual who executed the foregoing instrument, and who acknowledged to me that she executed the same of her own free will and for the purpose herein set forth.

[NOTARIAL SEAL]



  
Notary Public  
Print Name: Satanay Koushbay  
My commission expires: 12/09/2024

Schedule A

Assigned Marks



(an illustration drawing without any word(s)/letter(s)/number(s))

Filing date: November 29, 2017

Application Serial number at USPTO: 87702067

Country: United States

SITTERCITY.COM (standard character mark)

Registration date: April 9, 2019

Registration number at USPTO: 5722616

Country: United States

CHIME (standard character mark)

Registration date: June 20, 2017

Registration number at USPTO: 5228752

Country: United States

THE BEST CHILD CARE STARTS HERE (standard character mark)

Registration date: August 12, 2014

Registration number at USPTO: 4584437

Country: United States

WHO'S YOUR NANNY? (standard character mark)

Registration Date: November 18, 2014

Registration number at USPTO: 4639717

Country: United States

YEARS AHEAD (standard character mark)

Registration date: November 20, 2012

Registration number at USPTO: 4244642

Country: United States

SITTERCITY (standard character mark)

Registration date: September 25, 2012

Registration number at USPTO: 4212587

Country: United States

SITTERCITY PLEDGE (standard character mark)

Registration date: October 25, 2011

Registration number at USPTO: 4046932

Country: United States

Note: Maintenance filings have not been submitted for this registration, which will be cancelled in due course.

SITTERCITY SHORT NOTICE (standard character mark)

Registration date: October 25, 2011

Registration number at USPTO: 4046933

Country: United States

Note: Maintenance filings have not been submitted for this registration, which will be cancelled in due course.

SITTERATI (standard character mark)

Registration date: December 10, 2015

Registration number: TMA923125

Country: Canada

SITTERCITY <sup>sittercity</sup>

Registration date: February 11, 2013

Registration number: TMA842878

Country: Canada

SITTERCITY

Registration date: October 1, 2009

Registration number: TMA749181

Country: Canada

SITTERCITY

Registration date: August 10, 2010

Registration number: 8805483

European Union

SITTERATI

Registration date: December 17, 2012

Registration number: 1146394

International registration – European Union