

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoSpotCheck, Inc.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GSC Helium, LLC		
Street Address:	1100 Glendon Ave., Suite 920		
Internal Address:	c/o Diversis Management LLC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4678810	GOSPOTCHECK	
Registration Number:	6003659		
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>			
Phone:	1-415-591-1000		
Email:	trademarksny@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
ATTORNEY DOCKET NUMBER:	201401.8		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman by trademarkny/		
DATE SIGNED:	02/08/2021		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made and entered into as of December 11, 2020 by and between GoSpotCheck, Inc., a Delaware corporation (“Assignor”) and GSC Helium, LLC, a Delaware limited liability company (“Assignee”). Each of Assignee and Assignor are referred to herein sometimes as a “Party” and together as the “Parties.” All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of December 11, 2020, by and between Assignor and Assignee (the “Asset Purchase Agreement”).

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor has agreed to assign and to cause its Affiliates, to assign to Assignee the Purchased Trademarks (as defined below), and the Other Purchased IP (as defined below) which are included within the Business Intellectual Property.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. The Term “Purchased Patents” means the patents and patent applications set forth on Schedule A attached hereto, together with all provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing. The Term “Purchased Trademarks” means the trademark registrations and applications and the unregistered Trademarks set forth on Schedule B attached hereto, together with all other Trademarks that are Owned Intellectual Property. The Term “Purchased Domain Names” means all the domain name registrations included within the Owned Intellectual Property, including the domain name registrations set forth on Schedule C attached hereto. The term “Other Purchased IP” means all other Owned Intellectual Property that is Business Intellectual Property, including the Software set forth on Schedule D attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns, and legal representatives, all of such Assignor’s entire, full and exclusive right, title and interest in and to the Purchased Trademarks, Purchased Domain Names and the Other Purchased IP, together with the goodwill of the business symbolized by the Purchased Trademarks, all common law rights therein and any applications and/or registrations therefor, including the right (but not the obligation) to prosecute and maintain any of the Purchased Trademarks and Purchased Domain Names and applications, registrations and patents for any of the Other Purchased IP, and to collect for all past, present and future infringements and other violations, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Purchased Trademarks, Purchased Domain Names or Other Purchased IP, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the same to be held and enjoyed by the Assignee, for its own use and profit, and for its successors, legal representatives, and assigns, to the full end of the term or terms for which

such Purchased Trademarks, Purchased Domain Names or Other Purchased IP may be granted as fully and entirely as the same would have been held and enjoyed by such Assignor had this IP Assignment not been made.

3. No Warranties. This IP Assignment provides no warranties of any kind, express or implied, with respect to the Purchased Trademarks, the Purchased Domain Names or Other Purchased IP, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Purchased Trademarks, the Purchased Domain Names or Other Purchased IP provided in the Asset Purchase Agreement.

4. Further Assurances. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world, to record and register this Intellectual Property Agreement upon request by the Assignee. Assignor agrees, without demanding any additional transaction consideration, at the request and expense of the Assignee (except for the value of the time of such Assignor's employees), to use commercially reasonable efforts to execute, when requested, any other documents reasonably requested by Assignee in connection therewith. As soon as is practicable following the Closing Date, the Assignor will initiate the process of transferring ownership of the Purchased Domain Names to Assignee with the applicable domain name registrars.

5. Successors and Assigns. This IP Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective permitted successors and assigns.

6. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

8. Counterparts. This IP Assignment may be executed in several counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Precedence. The Asset Purchase Agreement shall take precedence over this IP Assignment. In the event of any difference, discrepancy or conflict between any term or

condition in the Asset Purchase Agreement and any term or condition in this IP Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

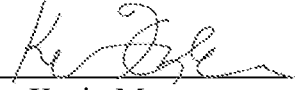
GoSpotCheck, Inc., a Delaware corporation

By: Matthew Talbot
Name: Matthew Talbot
Title: Chief Executive Officer

[Signature Page to IP Assignment]

ASSIGNEE:

GSC HELIUM, LLC, a Delaware limited liability company

By:  _____

Name: Kevin Ma

Title: President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 007184 FRAME: 0264

Schedule A


Purchased Patents



Caption	Status	Owner	Jurisdiction	App/Pub. No.	App. Date	Pub. Date
Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device	Provisional Application Filed	GoSpotCheck, Inc.	United States	62/788,895	1/6/2019	
Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device	Provisional Application Filed	GoSpotCheck, Inc.	United States	62/791,543	1/11/2019	
Networked System Including a Recognition Engine for Identifying Products Within an Image Captured Using a Terminal Device	Non-Provisional Application Filed + Published	GoSpotCheck, Inc.	United States	16/734,183	1/3/2020	7/9/2020
Networked System Including a Recognition Engine for Identifying Products Within an Image	PCT International Application	GoSpotCheck, Inc.	PCT	PCT/US20/12262	1/3/2020	

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Schedule B

Purchased Trademarks

Mark	Status	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
GSPOTCHECK	<u>REGISTERED</u>	<u>United States</u>	86/317,464	6/23/14	4,678,810	1/27/15
GSPOTCHECK	<u>REGISTERED</u>	<u>Australia</u>	1247506/16 94974	12/23/14	1247506/1694 974	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Colombia</u>	1247506/52 9917	12/23/14	1247506/5299 17	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>EU (EUTM & RCD)</u>	1247506	12/23/14	1247506	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Japan</u>	1247506/20 15355294	12/23/14	2015355294	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Russia</u>	1247506	12/23/14	1247506	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Sweden</u>	1247506	12/23/14	1247506	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Singapore</u>	1247506/40 201508679 R	12/23/14	40201508679 R	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Turkey</u>	1247506	12/23/14	1247506	12/23/14
<u>gospotcheck</u>	<u>REGISTERED</u>	<u>Turkey</u>	2015/47530	12/23/201 4	2015/47530	5/20/2016
GSPOTCHECK GSPOTCHECK	<u>REGISTERED</u>	<u>WIPO</u>	1247506	12/23/14	1247506	12/23/14
GSPOTCHECK	<u>REGISTERED</u>	<u>Canada</u>	1708453	12/22/14	TMA954006	11/1/16
<u>HIFI</u>	<u>ABANDONED</u>	<u>United States</u>	87/632,426	10/3/17		
<u>DESIGN (HiFi Logo)</u> 	<u>ABANDONED</u>	<u>United States</u>	88/250,431	1/4/19		

Mark	Status	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
DESIGN (GoSpotCheck Logo) 	<u>REGISTERED</u>	<u>United States</u>	88/230,684	12/14/18	6003659	3/3/20
DESIGN (GoSpotCheck Logo) 	<u>REGISTERED</u>	<u>WIPO</u>	A0088762	8/16/19	1492038	3/17/2020
GOSPOTCHECK	<u>REGISTERED</u>	<u>Mexico</u>	M1615895	12/23/2014	1641046	5/30/2016
GOSPOTCHECK	<u>REGISTERED</u>	<u>Mexico</u>	M1615894	12/23/2014	1641045	5/30/2016

Schedule C

Purchased Domain Names

Domain Name / Mobile Apps / Social Media Accounts	Registry Domain ID	Registrar
www.gospotcheck.com	1664942062_DOMAIN_COM-VRSN	Namecheap
www.gospotcheck.co	D178192925-CO	Namecheap
www.gospotcheck.io	D503300000040585848-LRMS	Namecheap
www.gospotcheck.engineering	9b17cb67d9384e38b5bfff9b8deee793-DONUTS	Namecheap
www.gospotcheck.org	D402200000001914542-LROR	Namecheap
www.mission5280.com	2034141647_DOMAIN_COM-VRSN	Namecheap
GoSpotCheck (Mobile Application)		
https://www.instagram.com/gospotcheck/	n/a	n/a
https://www.facebook.com/GoSpotCheck/	n/a	n/a
https://twitter.com/gospotcheck	n/a	n/a
https://www.linkedin.com/company/gospotcheck/	n/a	n/a
https://www.youtube.com/user/gospotcheck	n/a	n/a

Schedule D

Software

1. GoSpotCheck web-based software-as-a-service.
2. GoSpotCheck mobile application.
3. Image Recognition Software.
4. Additional software on the Company's Github page identified in Schedule 3.17(a) to the Purchase Agreement.