

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652857

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| Phobio LLC  |  | 05/31/2019            | Limited Liability Company:<br>GEORGIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | Rodio Inc.   |                       |                                       |
| <b>Street Address:</b>  | 1045 State Bridge Rd.                              |                       |                                       |
| <b>Internal Address:</b>  | Ste 401-407  |                       |                                       |
| <b>City:</b>  | Alpharetta   |                       |                                       |
| <b>State/Country:</b>   | GEORGIA  |                       |                                       |
| <b>Postal Code:</b>   | 30022  |                       |                                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 5538021  | RODIO                 |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 4043659532   |                       |                                       |
| <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>   | 4042337000   |                       |                                       |
| <b>Email:</b>   | mmccaskill@mmmlaw.com                              |                       |                                       |
| <b>Correspondent Name:</b>  | Montrell McCaskill                                 |                       |                                       |
| <b>Address Line 1:</b>  | 1600 Atlanta Financial Center                      |                       |                                       |
| <b>Address Line 2:</b>  | 3343 Peachtree Road, N.E.                          |                       |                                       |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30326                             |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 35812-143367                                       |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Montrell McCaskill                                 |                       |                                       |
| <b>SIGNATURE:</b>   | /Montrell McCaskill/                               |                       |                                       |
| <b>DATE SIGNED:</b>   | 06/09/2021   |                       |                                       |
| <b>Total Attachments: 9</b>   |  |                       |                                       |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 31, 2019, is made and entered into by and between Rodio Inc., a Delaware corporation ("Buyer"), and Phobio LLC, Georgia limited liability corporation ("Seller"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Bill of Sale and Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between Buyer and Seller.

### RECITALS

WHEREAS, pursuant to the Purchase Agreement, Buyer is purchasing from Seller, among other things, all Proprietary Rights (including the Copyrights, Domain Names, Patents, Trademarks, and Trade Secrets) that is owned or licensed by Seller and used in, related to or otherwise necessary to operate the Business ("Seller Intellectual Property"); and

WHEREAS, to induce Buyer to consummate the transactions contemplated by the Purchase Agreement, and as an express condition thereto, Buyer has required the execution and delivery hereof by Seller.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein, the following terms will have the meanings specified below:

(a) "Copyright" means the legal right provided by the Copyright Act of 1976, as amended, to the expression contained in any work of authorship fixed in any tangible medium of expression together with any similar rights arising in any other country as a result of statute or treaty, including Copyrights listed or described on Schedule A.

(b) "Domain Names" means domain names, uniform resource locators and other names and locators associated with the Internet, including applications and registrations thereof, and including Domain Names listed or described on Schedule B.

(c) "Patent" means any patent granted by the U.S. Patent and Trademark Office or by the comparable agency of any other country, and any renewal thereof, and any rights arising under any patent application filed with the U.S. Patent and Trademark Office or the comparable agency of any other country and any rights that may exist to file any such application, including Patents listed or described on Schedule C.

(d) "Trademarks" means all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including Trademarks listed or described on Schedule D.

(e) "Trade Secrets" means trade secrets and other confidential or non-public business information, including manufacturing processes, know-how, ideas, developments, drawings, specifications, customer and supplier lists, marketing information, sales and promotional information, business plans and other confidential or proprietary information and rights.

2. Assignment. Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, its successors, and assigns all right, title, and interest in and to any and all Seller Intellectual Property (including the right to claim priority rights from any of the foregoing) (collectively, the "Assigned Intellectual Property") in perpetuity. Without limiting the foregoing, Seller acknowledges that Buyer may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Buyer's sole and absolute discretion.

3. Waiver of Moral Rights. Seller hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including: (a) all rights under the United States Copyright Act, or any other country's copyright law, including any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

4. Further Assurances. Seller will, at its own cost and expense, promptly execute and deliver to Buyer any documents necessary to complete the timely transfer of the Assigned Intellectual Property to Buyer. In addition, Seller will, at Buyer's expense (except to the extent that such cost and expense are related to or arise from any claim for which Buyer is entitled to indemnification from Seller pursuant to the Purchase Agreement), testify in any Proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Buyer, its successors, assigns, and nominees to obtain and enforce protection for the Assigned Intellectual Property as requested by Buyer from time to time. Seller will not enter into any Contracts or take any actions inconsistent herewith. Without limiting any of the foregoing, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact to act for and on its behalf and instead of Seller, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this Section 4, including the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by Seller.

5. Domain Names. At its own expense, Seller will promptly and properly complete and submit, to its registrar for the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to Buyer. Seller will, at Buyer's expense, promptly execute and deliver all necessary documents and take any action reasonably requested by Buyer necessary to carry out the intentions hereof.

6. Seller's Cessation of Use of the Assigned Intellectual Property. Upon the Closing, Seller will (a) immediately cease all use, and will forever refrain from using, any Trademarks as they appear in the Assigned Intellectual Property, including to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta tag, directory search term, or a component of any of the foregoing; (b) immediately cease all use and development of, and forever refrain from using in any manner, the Trade Secrets and any confidential information that relates to the Assigned Intellectual Property; (c) provide to Buyer all existing documentation in Seller's possession necessary to fully produce and exploit all Trade Secrets and other confidential information that relates to the Assigned Intellectual Property; and (d) following such transfer, promptly destroy all remaining copies of all printed or electronic media in Seller's possession relating to such documentation, trade secrets and confidential information.

7. Miscellaneous. This Agreement (together with the Purchase Agreement) constitutes the entire agreement among the parties and supersede all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

The undersigned have executed this Agreement as of the date first written above.

**SELLER:**

PHOBIO LLC

By:  \_\_\_\_\_  
Name: Stephen Wakeling  
Title: CEO and Co-Founder

**BUYER:**

RODIO INC.

By: \_\_\_\_\_  
Name:  
Title:

The undersigned have executed this Agreement as of the date first written above.

**SELLER:**

PHOBIO LLC

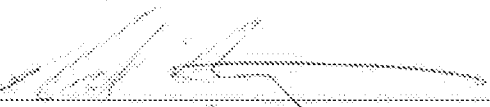
By: \_\_\_\_\_

Name:

Title:

**BUYER:**

RODIO INC.

By:  \_\_\_\_\_

Name: DANIEL

Title: CEO

Signature Page to Intellectual Property Assignment Agreement

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**TRADEMARK**  
**REEL: 007321 FRAME: 0502**

Schedule A

Copyrights

None.

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**TRADEMARK**  
**REEL: 007321 FRAME: 0503**



Schedule B

Domain Names

- (A) www.getrodio.com
- (B) www.gorodio.com
- (C) www.rodio.app
- (D) www.rodio.io
- (E) www.rodioapp.com
- (F) www.rodiostatus.com

Schedule C

Patents

None

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**TRADEMARK**  
**REEL: 007321 FRAME: 0505**

Schedule D

Trademarks

The "RODIO" trademark (Reg. No. 5,538,021)