

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660962

<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>
Remote Year, Inc.		09/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Selina Operation Brooklyn LLC		
<b>Street Address:</b>	13 Hillgate Street		
<b>Internal Address:</b>	Hillgate House		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W8 7SP		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5284094	REMOTE YEAR	
<b>Registration Number:</b>	5195497	RY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122241202		
<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>	312-224-1238		
<b>Email:</b>	tkatz@foxswibel.com		
<b>Correspondent Name:</b>	Tracy Katz Muhl		
<b>Address Line 1:</b>	200 W. Madison St., Ste. 3000		
<b>Address Line 2:</b>	Fox, Swibel, Levin & Carroll LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	Selina/IP		
<b>NAME OF SUBMITTER:</b>	Tracy Katz Muhl		
<b>SIGNATURE:</b>	/Tracy Katz Muhl/		
<b>DATE SIGNED:</b>	07/19/2021		
<b>Total Attachments: 9</b>			
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## **GENERAL INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is executed and delivered effective as of this 22<sup>nd</sup> day of September, 2020 ("Effective Date") by Remote Year, Inc., a corporation organized under the laws of the State of Delaware ("Assignor"), to and in favor of Selina Operation Brooklyn LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

### **RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any and all jurisdictions throughout the world in and to all of the Intellectual Property Rights (as defined in the Purchase Agreement) forming part of the Purchased Assets (as defined in the Purchase Agreement), which Intellectual Property Rights include, without limitation, (A) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (B) trademarks and service marks, trade dress, trade names, Internet domain names, public usernames used on social media pages and other source identifiers, together with all applications, registrations, renewals and common law rights with respect thereto, together with all of the goodwill associated with the foregoing, (C) works of authorship, copyrights and moral rights, and registrations and applications for registration thereof, (D) proprietary information and other Trade Secrets and Confidential Information (including know how, formulas, compositions, inventions (whether or not patentable or reduced to practice)), improvements, protocols, processes, methods and techniques, research and development information, industry analyses, algorithms, architectures, layouts, drawings, specifications, designs, plans, methodologies, proposals, industrial models, technical data, financial and accounting and all other data, databases and database rights, pricing and cost information, business and marketing plans and proposals, and customer and supplier lists (including lists of prospects and related information, in each case, to the extent constituting a trade secret under applicable law), (E) all computer software and proprietary databases, including all files, manuals, documentation and source and object codes related thereto, (F) all website text, graphics, images and other content, sales and marketing materials, and training and quality control methods and processes (whether secret or not), inventions, referral lists, name and likeness rights, rights of publicity, and all common law rights and all goodwill associated therewith, all licensed rights with respect to any of the foregoing and (G) all other intellectual property or proprietary rights of any kind or description, including, but not limited to, the Intellectual Property Rights listed on Schedule A attached hereto (collectively, the "Intellectual Property Rights").

**NOW, THEREFORE**, for the consideration described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Intellectual Property Rights for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all associated goodwill and all other corresponding rights that

are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all priority rights based on prior use or otherwise, income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property Rights, with the right to sue for and collect the same in Assignee's own name. Assignor hereby acknowledges that such transfer and assignment made hereunder is absolute and irrevocable, without reservation or retention of any interest whatsoever. It is the intention of Assignor and Assignee that the transfer and assignment will constitute immediate and absolute conveyances from Assignor to Assignee of all of Assignor's right, title and interest in the Intellectual Property Rights, including the right to amend, terminate, modify or supplement, and to grant waivers, consents or approvals under the terms of, any Contract relating to any of the Intellectual Property Rights. Assignee hereby accepts and acquires all such rights, title and interests with respect to the Intellectual Property Rights.

Assignor represents and warrants that: (i) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Intellectual Property Rights, (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights, title and interests assigned herein; and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee harmless from and against any liability, claim or other obligation (including but not limited to any attorney's fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties and/or the other representations and warranties in the Purchase Agreement.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Intellectual Property Rights.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights, title and interests assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property Rights and this Assignment; (3) obtaining by Assignee any additional protection relating to rights, title and interests assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

REMOTE YEAR, INC.

By: *Sam Pessin*

Name: Sam Pessin

Title: Chief Executive Officer

NOTARIAL ACKNOWLEDGEMENT

STATE OF District of Columbia  
~~COUNTY OF Washington~~ ) SS:

The foregoing Assignment was acknowledged before me this 22<sup>nd</sup> day of September, 2020 by Sam Pessin, the Chief Executive Officer of Remote Year, Inc., a Delaware corporation. He is personally known to me or has produced DC Drivers License as identification.

Notary: Donna M. Burwell  
Print Name: Donna M. Burwell

[NOTARIAL SEAL]  
Notary Public, State of District of Columbia  
My commission expires:

DONNA M. BURWELL  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires September 30, 2020





**SCHEDULE A**  
**INTELLECTUAL PROPERTY RIGHTS**



**Schedule 1.01(a)(ii)**  
**Intellectual Property Assets**

(A)

Patents and Patents Applications

None.

(B)

**Social media profiles**

Facebook: Remote Year	<a href="https://www.facebook.com/remoteyear/">https://www.facebook.com/remoteyear/</a>
Instagram: @remoteyear	<a href="https://www.instagram.com/remoteyear/?hl=en">https://www.instagram.com/remoteyear/?hl=en</a>
LinkedIn	<a href="https://www.linkedin.com/company/remoteyear/">https://www.linkedin.com/company/remoteyear/</a>
Medium	<a href="https://medium.com/@RemoteYear">https://medium.com/@RemoteYear</a>
Twitter: @remoteyear	<a href="https://twitter.com/remoteyear">https://twitter.com/remoteyear</a>
Pinterest	<a href="https://www.pinterest.com/remoteyearofficial/">https://www.pinterest.com/remoteyearofficial/</a>

At the Closing, Seller shall have changed all administrative passwords or equivalent user accounts in connection with the Assigned Contracts and shall have delivered such new passwords to Buyer.

Trademarks						
Country	Mark	App Date	App No	Reg Date	Reg No	Status
Australia	REMOTE YEAR	Mar 16 2017	1348324	Mar 16 2017	1348324	Registered
Canada	REMOTE YEAR	Mar 24 2017	1829308	Nov 05, 2019	TMA1061934	Registered
EUTM	REMOTE YEAR	Mar 16 2017	1348324	Mar 16 2017	1348324	Registered
United States	REMOTE YEAR	Sep 27 2016	87184487	Sep 12 2017	5284094	Registered
United States	RY (AND DESIGN)	Sep 27 2016	87184407	May 2 2017	5195497	Registered
WIPO	REMOTE YEAR	Mar 16 2017	1348324	Mar 16 2017	1348324	Registered

Seller Domain names owned

AREMOTEEYEAR.EU
REMOTENATION.CO.UK
remotenation.eu
REMOTEEYEAR.BUSINESS
remoteyear.co.uk
remoteyear.com
REMOTEEYEAR.EMAIL
remoteyear.eu
remoteyear.in
remoteyear.io
remoteyear.net
remoteyear.uk
REMOTEEYEARBUSINESS.BIZ
REMOTEEYAREBUSINESS.UK
REMOTEEYEARBUSINESS.COM
REMOTEEYEARBUSINESS.INFO
REMOTEEYEARBUSINESS.NET
REMOTEEYEARBUSINESS.ORG
theremotenation.co.uk
theremotenation.com
theremotenation.eu
theremotenation.uk
THEREMOTEEYEAR.CO.UK
theremoteyear.com
THEREMOTEEYEAR.EU
WIPCOWORKING.CO.UK
WIPCOWORKING.EU

(C)

COPYRIGHT				
Country	Work	Reg Date	Reg No	Status

United States	Remote Year Website	Sept 30 2016	TX 8-331-572	Registered	
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All content under any domain listed in B above and/or website thereof as of Closing Date.

(E), (F)

RY's source code will be transferred via Github account access, and has also been made available in the data room located at Google Drive under the folder "10. Disclosure Schedule Annexes" under "01. Github Repository".

Seller's website is built on Webflow's platform, and all such computer code, website text, etc. shall be made available and transferred to Buyer in connection with the transaction. Images of individuals on Seller's website were either 1) purchased, or 2) consented for use via our terms & conditions.