

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rodio Inc.		06/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WorldAPP, Inc.		
Street Address:	222 Forbes Road		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5538021	RODIO	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	699362.0109		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	08/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of June 16, 2021, is made by Rodio Inc., a Delaware corporation (“Seller”), in favor of WorldAPP, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer, Seller and the other parties thereto (the “Purchase Agreement”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Purchased IP; and

WHEREAS, the execution and delivery of this IP Assignment is contemplated by Section 3.02(c)(iii) and Section 3.02(d)(iv) of the Purchase Agreement, for recording, as applicable, with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to all Purchased IP, including each of the following (collectively, the “Assigned IP”):

- (a) any and all trade dress related to Seller’s concepts;
- (b) the domain names set forth on Schedule 1 hereto;
- (c) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Conflict with the Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including, without limitation, all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging, or electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

5. No Third-Party Beneficiaries; Assignment. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment. No party hereto may assign either this IP Assignment or any of such party's rights, interests or obligations hereunder without the prior written approval of the other parties hereto; provided that Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its Affiliates or to any of its financing sources as collateral security and (b) designate one or more of its Affiliates to perform its obligations hereunder.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first above written.

BUYER:

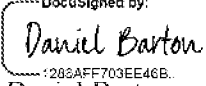
WORLDAPP, INC.

By:  DocuSigned by:
Kevin Ma
8A642EFEGDBA466...
Name: Kevin Ma
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first above written.

SELLER:

RODIO INC.

By:  _____
Name: Daniel Barton
Title: Chief Executive Officer

SCHEDULE 1

DOMAIN NAMES

1. www.getrodio.com
2. www.gorodio.com
3. www.rodio.app
4. www.rodio.io
5. www.rodioapp.com
6. www.rodiostatus.com

SCHEDULE 2

TRADEMARKS

Mark	Status	Application No.	Registration No.	Filed Date	Registration Date	Owner	Jurisdiction
RODIO	Registered	86365931	U.S. Reg. No. 5538021	August 13, 2014	August 14, 2018	Rodio Inc.	U.S. Federal