

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712860

<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>
SIDEWALK LABS LLC		02/28/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWL Canopy Corp.		
<b>Street Address:</b>	10 Hudson Yards, 26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90226952	CANOPY	
<b>Serial Number:</b>	90226967	CANOPY	
<b>Serial Number:</b>	90226138	CANOPY BUILDINGS	
<b>Serial Number:</b>	90226986	CANOPY BUILDINGS	
<b>Serial Number:</b>	90197263		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	Suite 100		
<b>Address Line 2:</b>	One Tower Bridge, 100 Front Street		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 19428		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	03/08/2022		
<b>Total Attachments: 9</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Trademark Assignment Agreement"), effective as of February 28, 2022, is made by and between SIDEWALK LABS LLC, a Delaware limited liability company ("Assignor"), having its principal place of business at 10 Hudson Yards, 26<sup>th</sup> Floor, New York, New York 10001, and SWL Canopy Corp., a Delaware corporation ("Assignee"), having its principal place of business at 10 Hudson Yards, 26<sup>th</sup> Floor, New York, New York 10001.

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor agreed to convey, assign and otherwise transfer and Assignee agreed to accept, among other assets, all of Assignor's right, title and interest in and to the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Contribution Agreement;

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using, and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same; and

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages, and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for infringement of the Trademarks.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain, or evidence the rights hereby transferred. Assignor agrees to sign any additional assignments and other appropriate documents necessary to effectuate and validate this Trademark Assignment Agreement under the relevant local laws of the countries set forth in Schedule A as soon as is practicable affect the effective date of this Trademark Assignment Agreement and to otherwise execute all documentation reasonably requested by Assignee to effectuate and validate this Trademark Assignment Agreement. Each party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Trademark Assignment Agreement.

As used in this Trademark Assignment Agreement, the words "herein," "hereof," and "hereunder" and other words in similar import refer to this Trademark Assignment Agreement as a whole, as the same may from time to time be amended or supplemented and not to any particular subdivision contained in this Trademark Assignment Agreement. The word "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Trademark Assignment Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. Any signature page delivered electronically shall be binding to the same extent as an original signature page.

Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all Assignor's right, title and interest in, to and under the Trademarks.

Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record, register and otherwise reflect Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

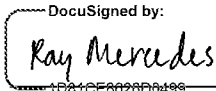
Any disputes arising out of or relating to this Trademark Assignment Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

This Trademark Assignment Agreement and the Contribution Agreement, together with the exhibits and schedules attached hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Trademark Assignment Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

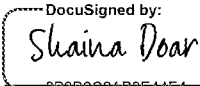
SIDEWALK LABS LLC

By:   
Name: Ray Mercedes  
Title: General Counsel & Secretary

Date: February 28, 2022

IN WITNESS WHEREOF, Assignee has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

SWL CANOPY CORP.

By:  \_\_\_\_\_  
Name: Shaina Doar  
Title: Chief Executive Officer & President

Date: February 28, 2022

[Signature Page to Sidewalk Labs-SWL Canopy Corp. Trademark Assignment Agreement]