

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robly Digital Marketing LLC		03/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Robly Digital Marketing, LLC		
Street Address:	400 Kelby Street, Suite 1200		
City:	Fort Lee		
State/Country:	NEW JERSEY		
Postal Code:	07024		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4698097	ROBLY	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1670114 TM		
NAME OF SUBMITTER:	Ben Zitter		
SIGNATURE:	/Ben Zitter/		
DATE SIGNED:	05/04/2022		
Total Attachments: 3			
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OP \$40.00 4698097

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”), dated as of March 15, 2021, is executed by Robly Digital Marketing LLC, a Delaware limited liability company (“**Assignor**”) in favor of Robly Digital Marketing, LLC a New Jersey limited liability company (“**Assignee**”), in connection with and subject to certain Asset Purchase Agreement, dated as of January 27, 2021, by and among the Buyer, the Seller and the other parties thereto (as amended, the “**Purchase Agreement**”).

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark set forth on Exhibit A attached hereto (the “**Trademark**”), and the goodwill associated therewith;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed and desires to assign to Assignee all right, title and interest in and to the Trademark, together with the goodwill associated therewith;

WHEREAS, the Assignor and Assignee wish to confirm and memorialize their agreement with respect to the assignment, transfer and conveyance of the Trademark to Assignee under the Purchase Agreement, and through this Assignment, are confirming and consummating such transactions contemplated by the Purchase Agreement; and

WHEREAS, all capitalized terms not herein defined shall have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Assignor and Assignee agree as follows:

1. Conveyance. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee Assignor’s entire right, title and interest in and to the Trademark, together with Assignor’s goodwill in connection with which the Trademark is used, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, 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 income, royalties or payments in respect of the Trademark due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Further Assurances. Assignor shall from time to time after the date hereof, at the request of Assignee and without further consideration, execute and deliver to Assignee such additional instruments of conveyance in addition to this Assignment as Assignee shall reasonably request to evidence more fully the transfer of the Trademark by Assignor to Assignee. In addition, Assignor shall provide Assignee with cooperation and assistance at Assignee’s request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

3. Miscellaneous. Each and all of the covenants, terms, provisions and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

ROBLY DIGITAL MARKETING LLC,
a Delaware limited liability company

DocuSigned by:

By

Adam Robinson

Name: Adam Robinson

Title: Manager

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007712 FRAME: 0298

Appendix A

Assigned Trademark

<u>Mark</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Registration Date</u>
ROBLY	9/27/2013	4,698,097	86,076,546	3/10/2015