

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Openly Inc.		10/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Openly Holdings Corp.		
Street Address:	131 Dartmouth St., Floor 3		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90553801	OPENLY	
Registration Number:	6048328	OPENLY	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	tadmin@goodwinlaw.com, sallirampersad@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	137942-308031		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	06/26/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 22nd day of October 2021, by and between **Openly Inc.**, a **Corporation** organized and existing under the laws of **Delaware**, and having a usual place of business at **131 Dartmouth St., Floor 3, Boston MA 02116, United States** ("Assignor") and **Openly Holdings Corp.**, a **Corporation** organized and existing under the laws of **Delaware**, and having a usual place of business at **131 Dartmouth St., Floor 3, Boston MA 02116, United States** ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to trademarks in Exhibit A (hereinafter the "Mark").

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of all or substantially all of the stock/assets of a going business; and

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

Assignor: **Openly Inc.**

By: _____
DocuSigned by:
Ty Harris
0C9343486154489...

Name: Ty Harris
Title: CEO

Assignee: **Openly Holdings Corp.**

By: _____
DocuSigned by:
Adriel Nunes
0068E3791C534EE...

Name: Adriel Nunes
Title: CFO