

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H-PROTOCOL, INC.		07/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HASHFLOW FOUNDATION		
Street Address:	1221 Ocean Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88500878	HASHFLOW	
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:	4803294691		
Email:	greywitt@smithbaluch.com		
Correspondent Name:	Amy L Greywitt		
Address Line 1:	33 Hatzic Ct.		
Address Line 4:	Larkspur, CALIFORNIA 94939		
NAME OF SUBMITTER:	Amy L. Greywitt		
SIGNATURE:	/Amy L Greywitt/		
DATE SIGNED:	08/15/2022		
Total Attachments: 6			
source=Trademark Assignment H-Protocol to Hashflow Foundation - Ser. No. 88500878#page1.tif			
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OP \$40.00 88500878

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Assignment of Trademark Rights ("Assignment") is entered into between **H-Protocol Inc.**, a Delaware corporation with an address of 160 J street, PO Box 2245, Fremont, CA 94536 ("Assignor") and Hashflow Foundation ("Assignee") on July 19, 2021, confirming the "IP Assignment Agreement" (attached hereto), executed by Assignor on June 15, 2021 ("IP Assignment Agreement").

WHEREAS, pursuant to the IP Assignment Agreement, Assignor has sold, assigned, transferred, and set over unto Assignee, its successor, legal representatives, and assigns, Assignor's entire right, title and interest in:

(a) the trademark claimed in United States Trademark Application Serial No. 88500878, filed on July 4, 2019 (the "Trademark");

(b) United States Trademark Application Serial No. 88500878;

(c) the right to file applications for trademark of the United States or other countries on the Trademark;

(d) any application(s) for trademarks of the United States or other countries for the Trademark;

(e) any application(s) for trademarks of the United States or other countries claiming priority to, and/or the benefit of, any application for trademark identified above;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for trademark identified in the preceding paragraphs (b)-(e);

(g) any trademarks of the United States or other countries that may be granted for any trademark identified in the preceding paragraphs (a)-(e); and

(h) the good will of the business connected with the use of and symbolized by the marks identified in the preceding paragraphs (a)-(e) and (g).

Wherein the above-granted rights, titles, and interests are defined herein as the "Trademark Rights,"

WHEREAS, pursuant to the IP Assignment Agreement, Assignor assigned and transferred to Assignee all right, title, and interest in the Trademark Rights,

WHEREAS, Assignor and Assignee wishes to confirm that the assignment from Assignor to Assignee was proper in light of the obligations of Assignor to Assignee, and that Assignee is the owner of the Trademark Rights,

NOW, THEREFORE, pursuant to and in confirmation of the conveyances made, and of the obligations to do so, and to the extent Assignor has not done so already, Assignor confirms that: a) the assignment(s) of the Trademark Rights by Assignor to Assignee was (were) proper, and not inconsistent with any prior rights of Assignee to trademarks created and/or owned by Assignor; and b) Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto Assignee, its successors, legal representatives, and assigns, Assignor's entire right, title, and interest in the Trademark Rights, for good and valuable consideration received at that time.

The above-granted rights, titles, and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

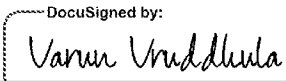
Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Trademark and said applications, without charge to Assignor, its successors, legal representatives, and assigns, but at the cost and expense of Assignee, its successors, legal representatives, and assigns.

Assignor hereby requests the Commissioner of Trademarks to issue said trademarks of the United States to Assignee for the sole use and behalf of Assignee, its successors, legal representatives, and assigns.

(signature page follows)

For and on behalf of ASSIGNOR:

Date: 7/19/2021

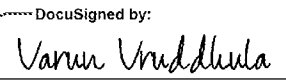
By: 
Name: Varun Vruddhula
Title: Managing Member
Company: H-Protocol, Inc.

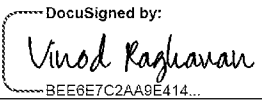
Witness Signature:  Date: 7/19/2021

Print Witness Name: Vinod Raghavan

For and on behalf of ASSIGNEE:

Date: 7/19/2021

By: 
Name: Varun Vruddhula
Title: Chief Technology Officer
Company: Hashflow Foundation

Witness Signature:  Date: 7/19/2021

Print Witness Name: Vinod Raghavan

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (“Agreement”) is dated June 15, 2021 (the “Effective Date”), by and between H-Protocol Inc., a Delaware corporation (“H-Protocol”), with an address of 160 J street, PO Box 2245, Fremont, CA 94536 and the Hashflow Foundation (“Foundation”) (each of H-Protocol and Foundation, a “Party” and together, the “Parties”).

RECITALS

WHEREAS, H-Protocol desires to assign to Foundation all of H-Protocol’s right, title, and interest in and to any and all Intellectual Property Rights that H-Protocol owns or possesses (the “Assigned IP”), if any, and Foundation desires to receive such assignment.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which H-Protocol hereby acknowledges, the Parties agree as follows:

Assignment. H-Protocol hereby irrevocably and perpetually assigns, conveys, and transfers to Foundation any and all of H-Protocol’s right, title, and interest in and to the Assigned IP. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned IP, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.

“Intellectual Property Rights” means all current and future worldwide common law and statutory rights, including any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringement, whether arising under the laws of the United States of America or any other state, country, jurisdiction, government, or public legal authority, in, to, or associated with:

- (a) patents and patent applications, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations, continuations-in-part, and counterparts thereof;
- (b) copyrights (registered or unregistered), and registrations and applications for registration thereof;
- (c) trademarks (registered or unregistered), registrations and applications for registrations thereof, and the right to file applications for trademark of the United States or other countries on any trademark(s);
- (d) mask works and registrations and applications for registration thereof;
- (e) industrial designs;
- (f) trade secrets and other confidential information;
- (g) all rights in databases and data collections;
- (h) all moral and economic rights of authors and inventors, however denominated;
- (i) all other intellectual property or proprietary rights; and
- (j) any similar or equivalent rights to any of the foregoing (as applicable).

Attorney in Fact. H-Protocol shall assist Foundation, or its designee, at Foundation's expense for out-of-pocket expenses, in every proper way to secure Foundation's rights in the Assigned IP in any and all countries. Where Foundation is unable because of H-Protocol's unavailability, death, disability, or for any other reason, to secure H-Protocol's signature to apply for or to pursue any registration or application for any Intellectual Property Rights in the Assigned IP, then H-Protocol hereby designates and appoints Foundation and its duly authorized officers and agents as H-Protocol's agent and attorney in fact, to act for and in H-Protocol's behalf and stead to execute and file any applications, and to do all other lawfully permitted acts to further the prosecution and issuance of Intellectual Property Rights registrations thereon with the same legal force and effect as if executed by Mountain Hill. This power of attorney shall be deemed coupled with an interest and shall be irrevocable.

Payment. Foundation shall pay H-Protocol the amount of \$100 via the manner and method mutually agreed by the Parties.

General. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, without reference to conflict of laws principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in the State of California with regard to any dispute arising out of or relating to this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will, nevertheless, remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect.

No waiver of any term or condition of this Agreement will be valid or binding on either Party unless the same will have been mutually assented to in writing by an officer of both Parties.

Any notice or other communication required or permitted to be delivered hereunder must be in writing and sent by reasonable means to the address of each Party set forth above. Such notice will be deemed to have been given when delivered, or, if delivery is not accomplished as a result of some action or inaction by the recipient, when tendered.

The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the nondrafting Party shall be applied hereto.

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior communications, representations, discussions, and agreements between the Parties with respect to such subject matter. No modification of, or amendment to, this Agreement will be effective unless in writing signed by an authorized representative of each Party. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties. H-Protocol shall not assign this Agreement without the prior written consent of Foundation. Foundation may assign this Agreement without H-Protocol's consent in its sole discretion. This Agreement may be executed in counterparts, each of which will be deemed an original, and which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

H-Protocol, Inc.

DocuSigned by:

Name: *Varun Vrudhula* Varun Vrudhula
Title: Manager
Date: 6/15/2021

Hashflow Foundation

DocuSigned by:

Name: *Varun Vrudhula* Varun Vrudhula
Title: Chief Technology Officer
Date: 6/15/2021