

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friendly App Studio, LLC		10/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Adably Labs, Inc.		
Street Address:	2261 Market Street		
Internal Address:	#4331		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87268936	FRIENDLY	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@prosperalaw.com		
Correspondent Name:	Andrew B. Chen		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	10/21/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of October 5, 2022 (the "Effective Date"), is by and between Friendly App Studio, LLC, a Delaware limited liability company ("Assignor"), and Adably Labs, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee is the purchaser of all of the Purchased Assets of Assignor pursuant to that certain Asset Purchase Agreement, of even date herewith, as may be amended to date (collectively, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Trademark Assignment Agreement shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:

a. all trademark registrations and trademark applications of Assignor set forth on Schedule 1, which is attached hereto, all issuances, extensions, and renewals thereof, and any unregistered trademarks and logos set forth on Schedule 1 (collectively, the "Trademark Assets"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. 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

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of

the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or added to by this Assignment, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (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. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with Sections 7.06, 7.07 and 7.08 of the Purchase Agreement.

[Signature Page Follows]

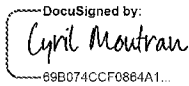
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Friendly App Studio, LLC

ASSIGNEE:

Adably Labs, Inc.

By:  _____
Name: Cyril Moutran
Title: Chief Executive Officer

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

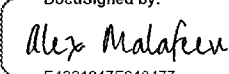
ASSIGNOR:

Friendly App Studio, LLC

By: _____
Name: Cyril Moutran
Title: Chief Executive Officer





ASSIGNEE:

Adably Labs, Inc.

DocuSigned by:

By: _____
Name: Alex Malafeev
Title: Secretary

SCHEDULE 1

Trademark Assets

Mark	Agency	Registration Number	Registration Date
FRIENDLY	US Patent and Trademark Office	87-268,936	June 5, 2018
Friendly App Studio	Unregistered	N/A	N/A
[iPad & iPhone]  Friendly for Twitter Utilities	Unregistered	N/A	N/A
[iPad & iPhone]  Friendly Social Browser Social Networking	Unregistered	N/A	N/A
[iPad & iPhone]  Friendly Plus Social Browser Social Networking	Unregistered	N/A	N/A
[Mac]  Friendly for Twitter Utilities	Unregistered	N/A	N/A

<p>[Mac]</p>  <p>Friendly Streaming Encoder Entertainment</p>	<p>Unregistered</p>	<p>N/A</p>	<p>N/A</p>
<p>[Mac]</p>  <p>Base64 Image Encoder Developer Tools</p>	<p>Unregistered</p>	<p>N/A</p>	<p>N/A</p>
<p>[Mac]</p>  <p>Friendly Social Browser</p>	<p>Unregistered</p>	<p>N/A</p>	<p>N/A</p>
<p>[Mac]</p>  <p>Friendly For Twitter</p>	<p>Unregistered</p>	<p>N/A</p>	<p>N/A</p>
<p>[Mac]</p>  <p>Friendly IQ - Social Toolkit</p>	<p>Unregistered</p>	<p>N/A</p>	<p>N/A</p>