

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793555

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/07/2022
<b>RESUBMIT DOCUMENT ID:</b>	900741448

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Velocity Mobile, Inc.		12/28/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Velocity Mobile Limited
<b>Street Address:</b>	20 Grosvenor Place
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SW1X7HN
<b>Entity Type:</b>	Corporation: UNITED KINGDOM

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	6918854	DON'T LET LIFE PASS YOU BY

## CORRESPONDENCE DATA

Fax Number:

*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.*

**Email:** rhilbert@holleymenker.com  
**Correspondent Name:** Ryan S. Hilbert  
**Address Line 1:** PO Box 331937  
**Address Line 4:** Atlantic Beach, FLORIDA 32233

## DOMESTIC REPRESENTATIVE

**Name:** Ryan S. Hilbert  
**Address Line 1:** PO Box 331937  
**Address Line 4:** Atlantic Beach, FLORIDA 32233

<b>NAME OF SUBMITTER:</b>	Ryan S. Hilbert
<b>SIGNATURE:</b>	/Ryan S. Hilbert/
<b>DATE SIGNED:</b>	03/10/2023

Total Attachments: 3

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment (“**Assignment**”), effective as of December 7, 2022 (the “**Effective Date**”), is made by and between Velocity Mobile, Inc. with an address of 110 Greene St, Suite 9B, New York, NEW YORK 10012 (“**Assignor**”), and Velocity Mobile Limited with an address of 20 Grosvenor Place, London, UNITED KINGDOM SW1X7HN (“**Assignee**”).

WHEREAS, Assignor represents and warrants that it owns all rights, title, and interest in and to the trademark, and the U.S. registration thereof identified below, along with the goodwill of the business appurtenant to this mark and registration:

Mark	US Reg. No.	Reg. Date	Goods/Services
DON'T LET LIFE PASS YOU BY	6918854	December 6, 2022	“Booking of tickets for travel; travel route planning, ticket reservation and booking of seats for travel and transport via electronic media, including via mobile phones, PDAs, computers, and through on line social networks; booking of transport via global computer networks and electronic media, including via mobile phones, PDAs, computers, and through online social networks; travel arrangement, namely, arranging transport for travelers, making bookings and reservations for transportation via electronic media, including via mobile phones, PDAs, computers, and through online social networks; providing travel information services via computer networks, global information networks, and wireless networks; providing travel information services via computer networks, global information networks, and wireless networks, namely, providing travel-related information, travel news, and travel-related topics; providing transport information for others about transportation via computer networks, global information networks, and wireless networks; providing airline transportation, car rental, cruise ship, tour travel and transportation, train transportation, and travel information via computer networks, global information networks, and wireless networks; providing

			an on-line computer database in the field of travel information services” in Class 39
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WHEREAS, Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all right, title and interest in and to the DONT LET LIFE PASS YOU BY mark, U.S. Trademark Registration No. 6918854, all goodwill associated with foregoing, and all related and corresponding rights in the United States (collectively, the “Mark”), on the following terms and conditions.

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

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Mark, including (for the avoidance of doubt) any and all registrations (and, specifically, U.S. Trademark Registration No. 6918854), applications, and/or common law rights for the Mark throughout the United States, together with all of the goodwill of Assignor’s existing and ongoing business symbolized by or associated with the Mark, and any and all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Mark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee’s own name.



2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Mark, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment.

4. This Assignment hereto constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

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

<b>Velocity Mobile, Inc.</b> By: <u></u> Name: <u>Muhammad Ziauddin Yusuf</u> Title: <u>CEO &amp; Co-founder</u> Date: <u>December 28, 2022</u>	<b>Velocity Mobile Limited</b> By: <u></u> Name: <u>Muhammad Ziauddin Yusuf</u> Title: <u>CEO &amp; Co-founder</u> Date: <u>December 28, 2022</u>
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