

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859852

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Contract of Disclosure Schedules to Purchase Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900818186		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PLACE PLATFORM, INC.		08/02/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOCi, Inc.		
<b>Street Address:</b>	350 10th Avenue, Suite 101		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92101		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4335901	BRANDIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademarks@virtualipsupport.com		
<b>Correspondent Name:</b>	JAMES SCOTT NOLAN		
<b>Address Line 1:</b>	P. O. BOX 371710		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92137		
<b>NAME OF SUBMITTER:</b>	James Scott Nolan		
<b>SIGNATURE:</b>	/James Scott Nolan/		
<b>DATE SIGNED:</b>	12/10/2023		
<b>Total Attachments: 84</b>			
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**DISCLOSURE SCHEDULES**

**TO**

**PURCHASE AGREEMENT**

**AMONG**

**SOCI, INC.,**

**SOCI ACQUISITION CO, INC.,**

**MANISH PATEL**

**NORTH POINT TRUST COMPANY, LLC, AS TRUSTEE OF THE KYVAN 2021 IRREVOCABLE TRUST  
DATED JUNE 29, 2021**

**WHERE 2 GET IT, INC.**

**AND**

**PLACE PLATFORM, INC.**

**August 2, 2021**

Any matter set forth in a section of this Disclosure Schedule with respect to a particular representation and warranty in the Agreement shall be deemed an exception to any other representations and warranties in the Agreement to which it may relate provided the disclosure is in sufficient detail to enable a reasonable person, without independent knowledge on the part of the reader regarding the matter disclosed, to identify such other representations and warranties to which such information is responsive. Failure to provide a cross-reference from one section of this Disclosure Schedule to other applicable sections of this Disclosure Schedule shall not, however, in and of itself be deemed a failure to disclose unless a reasonable person would be unable to determine, without independent knowledge on the part of the reader regarding the matter disclosed, that the disclosure contained in such section of this Disclosure Schedule applies to other representations or warranties contained in this Agreement. The information set forth in this Disclosure Schedule is disclosed solely for the purposes of the Agreement, and no information set forth therein shall be deemed to be an admission by any party to any third party of any matter whatsoever, including any violation of Applicable Law or breach of any contract. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement. Capitalized terms used herein and not otherwise defined have the meaning for such term set forth in the Agreement.

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**“Intellectual Property Rights”** means any and all industrial and intellectual property rights and all intangible rights associated therewith, throughout the world, including (A) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (B) all rights in inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, (C) all rights in industrial designs and any registrations and applications therefor, (D) all rights in trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, (E) all rights in Internet domain name registrations, Internet and World Wide Web URLs or addresses, (F) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, (G) all rights in mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, (H) all rights in computer software, including all source code, object code, firmware, development tools, files, records and data, (I) all rights in schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, (J) all rights in hardware development tools, prototypes, breadboards and other devices, (K) all rights in databases and data collections , (L) all rights in moral and economic rights of authors and inventors, however denominated, and (M) any similar or equivalent rights to any of the foregoing.

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(xiii) all goodwill associated with the Purchased Assets.



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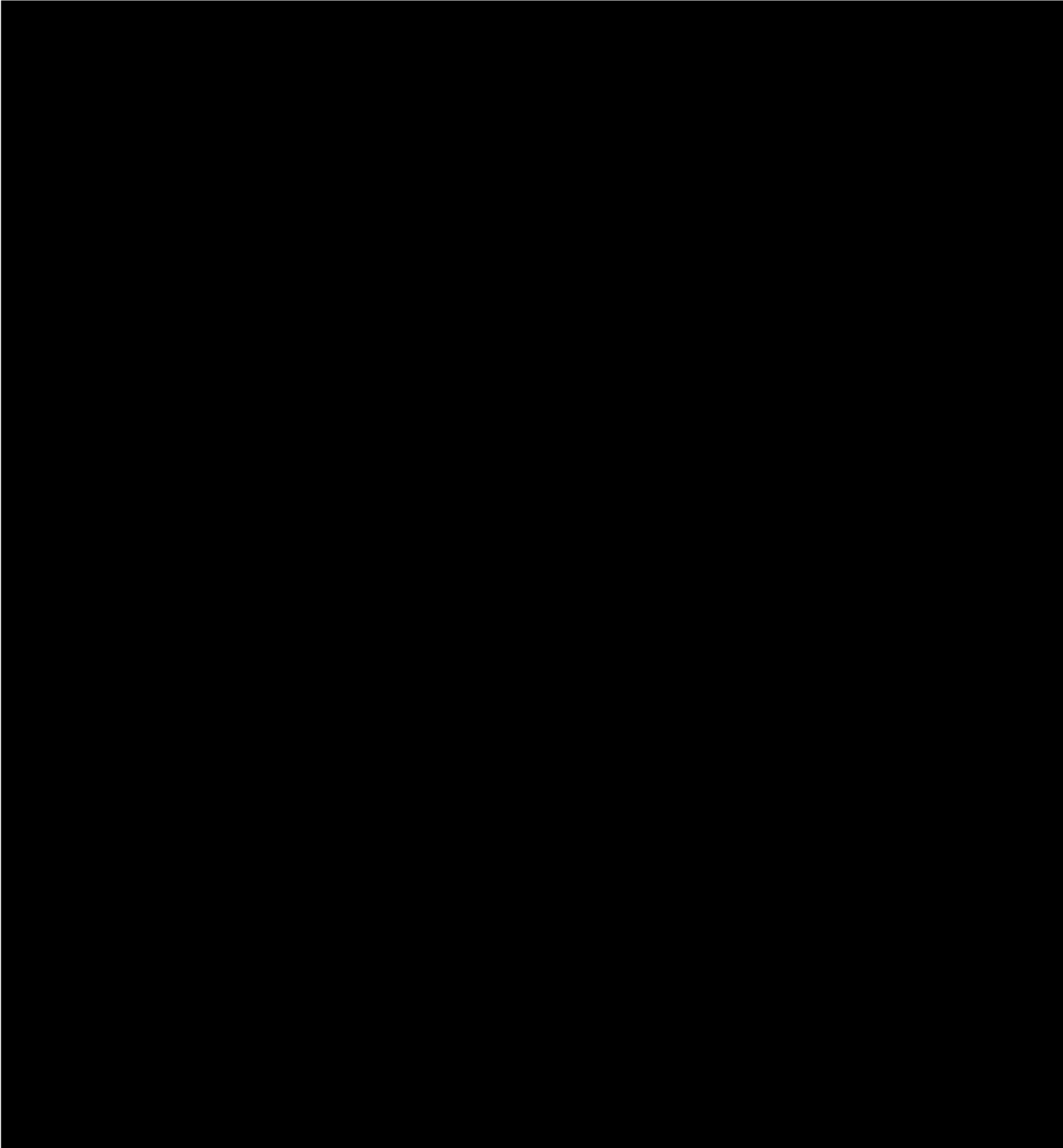


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(1) purchase, license, sale, grant, assignment or other disposition or transfer, or any Contract for the purchase, license, sale, assignment or other disposition or transfer, of any of its material assets (including Brandify IP Rights (as defined in Section 3.15(a)) and other intangible assets), properties or goodwill other than the sale or nonexclusive license of its products or services to its customers in the ordinary course of business;

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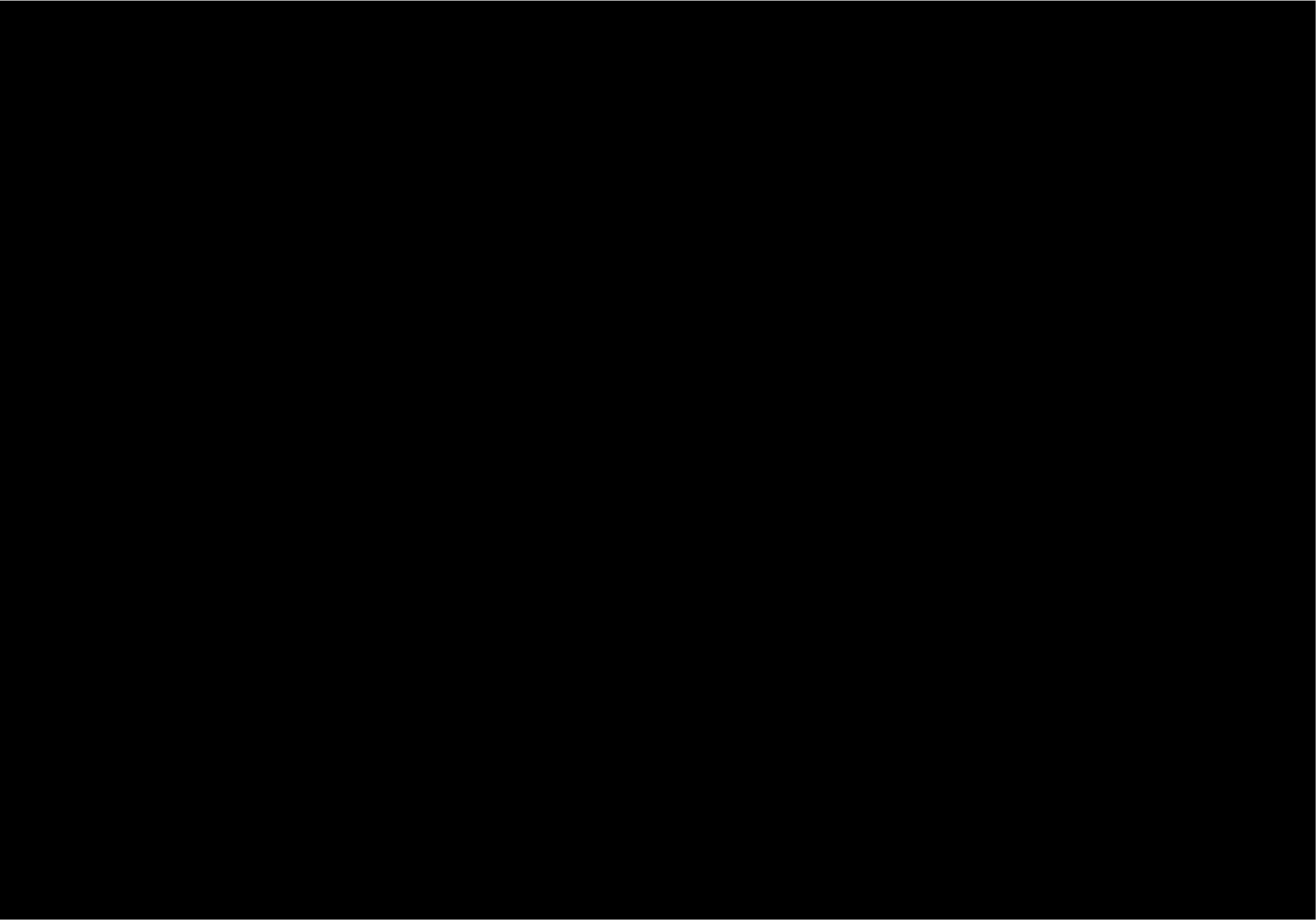
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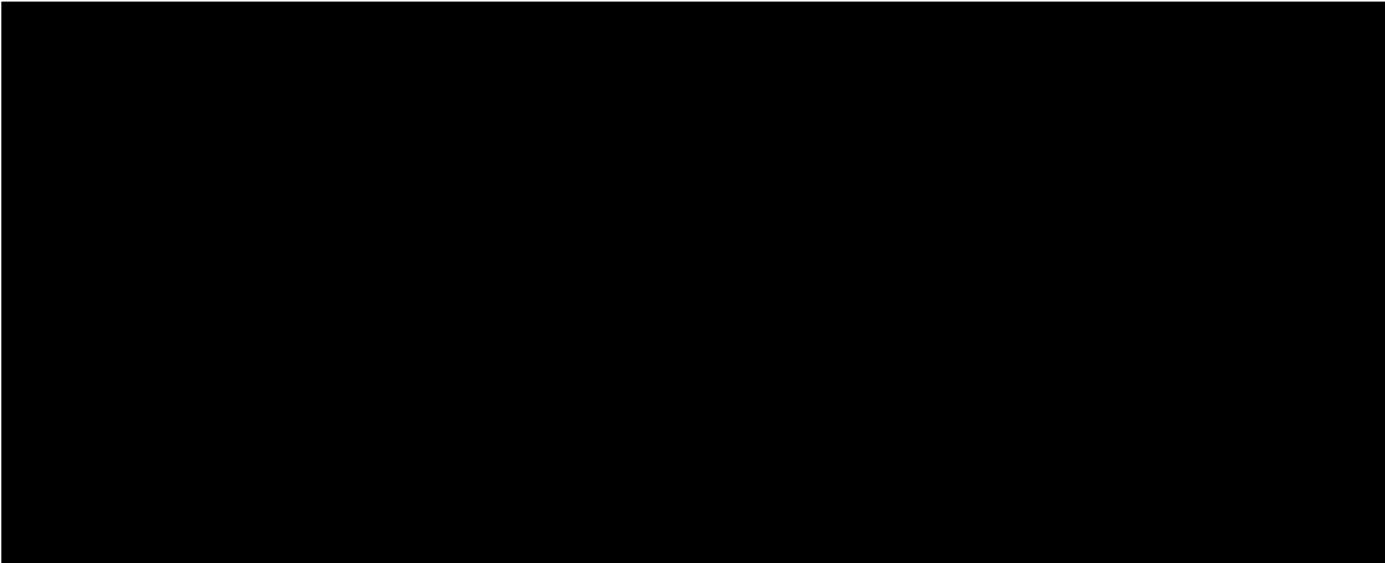
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(i) purchase, license, sale, grant, assignment or other disposition or transfer, or any Contract for the purchase, license, sale, assignment or other disposition or transfer, of any of its material assets (including Place Platform IP Rights (as defined in Section 4.10(a)) and other intangible assets), properties or goodwill other than the sale or nonexclusive license of its products or services to its customers in the ordinary course of business;



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Schedule 4.10

INTELLECTUAL PROPERTY

(c)

1. Reputation/Reviews Management
2. B1 Platform

(g) None.

(h)

Place Platform owns the following Federally-registered trademark:

1. “Brandify” – Registered on May 14, 2013 at USPTO Registration No. 4335901

(i) None.

(j) None.

(k) None.

(o) None.

(q) None.

(u) None.

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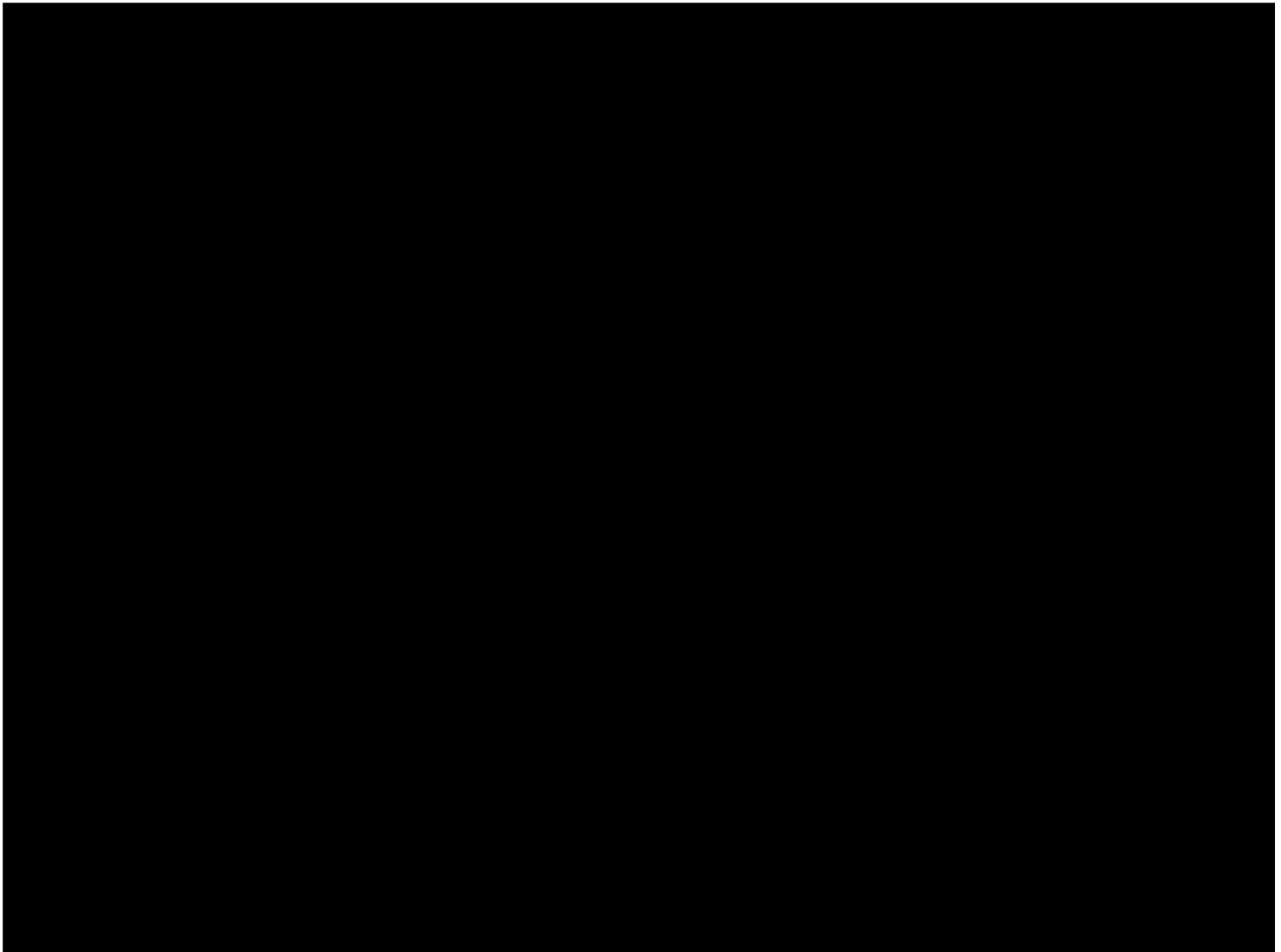
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**SCHEDULE 2.10(C)**

**1060 PURCHASE PRICE ALLOCATION**



<u>Class VII Assets</u> Goodwill and Going Concern Value	The remainder, after the allocation to assets in Classes I through VI above.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SOCI, INC.

WHERE 2 GET IT, INC.

By: .....

By: Manish Patel

Name: .....

Name: Manish Patel

Title: .....

Title: Chief Executive Officer

SOCI ACQUISITION CO., INC.

PLACE PLATFORM, INC.

By: .....

By: Manish Patel

Name: .....

Name: Manish Patel

Title: .....

Title: Chief Executive Officer

MANISH PATEL

Manish Patel

Manish Patel

TRUSTEE

NORTH POINT TRUST COMPANY, L.L.C.,  
AS TRUSTEE FOR THE KYVAN 2021  
IRREVOCABLE TRUST DATED JUNE 29, 2021

By: .....

Name: Todd Wiles

Title: President

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SOCI, INC.**

**WHERE 2 GET IT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Manish Patel

Title: \_\_\_\_\_

Title: Chief Executive Officer

**SOCI ACQUISITION CO., INC.**

**PLACE PLATFORM, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Manish Patel

Title: \_\_\_\_\_

Title: Chief Executive Officer

**MANISH PATEL**

\_\_\_\_\_  
Manish Patel

**TRUSTEE**

**NORTH POINT TRUST COMPANY, LLC,  
AS TRUSTEE FOR THE KYVAN 2021  
IRREVOCABLE TRUST DATED JUNE 29, 2021**

By:  \_\_\_\_\_

Name: Todd Wiles

Title: President

*[SIGNATURE PAGE TO PURCHASE AGREEMENT]*