

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1210865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yellow Corporation		07/26/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Hnry Limited		
<b>Street Address:</b>	Level 6		
<b>Internal Address:</b>	29 Brandon Street		
<b>City:</b>	Wellington		
<b>State/Country:</b>	NEW ZEALAND		
<b>Postal Code:</b>	6011		
<b>Entity Type:</b>	Company: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5908963	HENRY	
<b>Registration Number:</b>	5908962	HENRY	
<b>Registration Number:</b>	5977708	MYHENRY	
<b>Registration Number:</b>	5977709	MYHENRY	
<b>Registration Number:</b>	6290241	MYHENRY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125562222		
<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>Phone:</b>	2125562128		
<b>Email:</b>	nytrademarks@kslaw.com,mperry@kslaw.com		
<b>Correspondent Name:</b>	Maren Perry		
<b>Address Line 1:</b>	King & Spalding LLP		
<b>Address Line 2:</b>	1185 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	36051.104001		
<b>NAME OF SUBMITTER:</b>	MAREN PERRY		
<b>SIGNATURE:</b>	MAREN PERRY		
<b>DATE SIGNED:</b>	05/03/2024		

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**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is entered into by and between Yellow Corporation, a Delaware Corporation having its principle place of business at 501 Commerce St., Nashville, TN, 37203-6250 (“**Assignor**”), and Hnry Limited, a New Zealand company at Level 6, 29 Brandon Street, Wellington, 6011, New Zealand (“**Assignee**”) is made and effective as of July 26, 2023 (the “**Effective Date**”).

### RECITALS

WHEREAS, Assignor is the owner of certain trademarks (the “**Trademarks**”) and associated trademark registrations set forth in Schedule “A” (the “**Registrations**”) (the Trademarks and Registrations, collectively, the “**Purchased Assets**”);

WHEREAS, Assignee wishes to purchase, acquire and take assignment of the Purchased Assets from Assignor (along with all rights, title and interest therein, including all Intellectual Property Rights (“**Intellectual Property Rights**” means all worldwide rights in intellectual property, including all such rights existing under copyright law, trademark law and unfair competition law) therein, together with the goodwill associated therewith, throughout the world and all common law and statutory rights associated therewith;

WHEREAS, subject to the terms and conditions of this Agreement, Assignor is willing to sell, assign and transfer the Purchased Assets (and all of their respective rights, title and interest therein including all intellectual property rights therein, together with the goodwill associated therewith, throughout the world and all common law and statutory rights associated therewith) to Assignee; and

NOW, THEREFORE, in consideration of the payment of the Purchase Price by Assignee to Assignor, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and the mutual obligations of the Parties herein, the Parties agree as follows:

### **1. Assignment**

1.1. **Assignment.** Subject to the terms and conditions of this Agreement, in consideration of the payment by Assignee to Assignor of the Purchase Price, Assignor hereby sells, assigns and transfers to Assignee the Purchased Assets and all of its rights, title and interest therein throughout the world, including all intellectual property rights therein, all goodwill associated therewith, all common law and statutory rights associated therewith, and all of Assignor’s rights of action appurtenant or relating to the Purchased Assets (including all rights as a party in any legal or administrative proceeding relating to or involving the Purchased Assets and the right to sue and collect damages for past infringement thereof), all of the same to be held by Assignee as fully and effectively as they would have been held by Assignor had this assignment not taken place.

1.2. **Short-Form Agreement.** Assignor will, concurrently with the signing of this Agreement, execute and deliver to Assignee the Short-Form Agreement attached as Schedule “B.”

1.3. **Further Documentation.** Assignor hereby agrees to complete any further documentation requested by Assignee that may be required for the recordal of the assignment or

otherwise effectuate the terms and conditions of this Agreement with the United States Patent and Trademarks Office or any other governmental agency or authority.

## **2. Purchase Price**

2.1. **Purchase Price.** In consideration of the terms and conditions of this Agreement, Assignee shall pay Assignor the amount of payable as set forth in the Domain Name Purchase Agreement (“DNPA”) between the Parties with an Effective Date as the same as the Effective Date of this Agreement.

2.2. **Taxes.** The Purchase Price is inclusive of all direct or indirect taxes or amounts due in lieu thereof related to or in connection with Assignee’s purchase of the Purchased Assets (if any). Assignor shall be solely responsible for any direct or indirect taxes or other amounts due in lieu hereof payable in respect of the sale and assignment of the Purchased Assets and in respect of its income and/or capital gains.

## **3. Assignor’s Obligations**

3.1. **Proprietor Rights.** Assignor agrees that it shall not, at any time, directly or indirectly, make any claim or be a party to any proceeding which seeks to challenge or oppose, in any manner whatsoever, in any court or tribunal, or before any administrative body or agency:

3.1.1. the use or other exploitation by Assignee (or by any affiliate or licensee thereof) of any Purchased Asset for a period of five (5) years from the Effective Date; or

3.1.2. the registration, ownership or validity of any Purchased Asset or any registration or application for registration of any trademark, corporate name, business name, trade name, trading style, domain name or social media name owned by Assignee (or any affiliate thereof) for a period of five (5) years from the Effective Date.

3.2. **Affiliates.** Assignor agrees that it shall require each of its affiliates to abide by, observe and respect the obligations of the Assignor in this Agreement. Assignor shall be liable to Assignee for any act committed by any of its affiliates that, if committed by Assignor, would be a breach by Assignor of its obligations under this Agreement.

3.3. **Further Assurances.** Assignor agrees that it shall take all reasonable and lawful actions requested by Assignee to be taken from time-to-time necessary to (i) perfect Assignee’s title and ownership in and to any Purchased Asset and (ii) assist Assignee in the registration, maintenance or enforcement of Assignee’s rights in any Purchased Asset, if any (and shall cause its affiliates to do likewise).

## **4. Representations and Warranties**

4.1. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee as follows:

4.1.1. Assignor is valid and subsisting under the laws of Delaware and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

4.1.2. Assignor owns all right, title and interest in and to the Purchased Assets and has never assigned or conveyed any of the Purchased Assets to any third party;

4.1.3. the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Assignor. This Agreement has been duly executed and delivered by the Assignor and constitutes a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms;

4.1.4. Assignee is acquiring all of the Purchased Assets free and clear of any rights, titles, interests or permissions either of the Assignor or any third parties;

4.1.5. Assignor has received no notice or claim alleging that use or other exploitation of any Purchased Assets infringes, violates or misappropriates the rights of any other Person (including any Intellectual Property Rights) in the three (3) years immediately preceding the Effective Date; and

4.1.6. Assignor shall promptly notify Assignee in the event Assignor discovers that Assignor is in breach of any of the representations or warranties contained in this section.

**4.2. Representations and Warranties of Assignee.** Assignee represents and warrants to Assignor as follows:

4.2.1. Assignee is a corporation duly incorporated and validly existing under the laws of [insert US state or country] and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

4.2.2. this Agreement has been duly authorized by Assignee, and is a legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms;

4.2.3. the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Assignee. This Agreement has been duly executed and delivered by the Assignee and constitutes a legal, valid, and binding obligation of Assignee, enforceable against Assignee in accordance with its terms; and

4.2.4. Assignee shall promptly notify Assignor in the event Assignee discovers that Assignee is in breach of any of the representations or warranties contained in this section.

**4.3. Survival.** The representations and warranties set out in this Article 4.0 will survive the Effective Date.

## 5. Indemnification

**5.1. Indemnification Obligations of Assignor.** Subject to the terms and conditions of this Agreement, Assignor shall, and does hereby, fully and completely indemnify and hold Assignee and its affiliates harmless from and against any and all claims and losses relating to or arising, directly or indirectly, from, in connection with any claim by any person that the use or other exploitation of any Purchased Assets by Assignor prior to the Effective Date constitutes an infringement, violation or misappropriation of the Intellectual Property Rights of such person.

**5.2. Indemnification Period.** The indemnification obligation of the Assignor in Section 5.1 shall expire upon the second anniversary of the Effective Date. For the purpose of clarity, the expiry of the indemnification obligations of the Assignor in Section 5.1 shall not adversely affect or limit the obligations of Assignor to Assignee in respect of any claim made or asserted against Assignee prior to the second anniversary of the Effective Date.

**5.3. Indemnification Obligations of Assignee.** Subject to the terms and conditions of this Agreement, Assignee shall, and does hereby, fully and completely indemnify and hold Assignor and its affiliates harmless from and against any and all claims and losses relating to or arising, directly or indirectly, from, in connection with any claim by any person that the use or other exploitation of any Purchased Assets by Assignor on or after the Effective Date constitutes an infringement, violation or misappropriation of the Intellectual Property Rights of such person.

**5.4. Mutual indemnification.** Each Party agrees that if it fails to observe or perform any covenant or obligation, or breaches any representation and warranty, contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify the other Party and each director, officer or employee of the other Party from and against the full amount of any Loss that each may suffer as a result of that failure. Each Party (the “**Indemnifying Party**”) also agrees to indemnify the other Party (the “**Indemnified Party**”) and each director, officer or employee of the indemnified Party from and against the full amount of any loss that each may suffer as a result of a third-party claim arising out of any act, omission, action, inaction, activity or negligence of the Indemnifying Party which constitute negligence, gross negligence or willful misconduct.

## 6. Confidentiality.

**6.1. Confidentiality.** Each Party shall treat this Agreement and the terms hereof as confidential and shall not disclose this Agreement (or its terms and conditions) to any person without the prior consent of the other Party. No Party will disclose confidential information of the Disclosing Party to any third party except as specifically permitted by this Agreement, by way of prior written consent, or as required by law. The Receiving Party shall take reasonable security precautions, which are at least as great as the precautions it takes to protect its own confidential information but not less than with the degree of care a reasonably prudent entity would use.

**6.2. Permitted Disclosure.** Notwithstanding the prohibition In Section 10.1, any Party may disclose this Agreement and/or the terms and conditions hereof, without the prior consent of the other Party, to its financial and legal advisors, by order of a judicial or administrative authority,

or as required by Applicable Law, including any Securities and Exchange Commission reporting requirements within the sole discretion of the Assignor.

## 7. General.

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and replaces all prior agreements and undertakings between the Parties regarding the subject matter hereof.

7.2. **Relationship of the Parties.** Neither Assignee nor Assignor has any authority to bind or commit the other in any manner. This Agreement shall not be construed as and does not create a joint venture, employment, partnership, agency or successor relationship between Assignee and Assignor for any purpose.

7.3. **Notice.** Any and all notices given under this Agreement should be in compliance with the Notice provision of the DNPA.

7.4. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provisions shall be severed and the remaining provisions shall continue in force and effect, unaffected, to the full extent permitted under applicable law.

7.5. **No Waiver.** The Parties recognize that failure or delay on the part of any Party hereto to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, and that any exercise of a right, power or privilege in whole or in part, shall not preclude any other future exercise thereof.

7.6. **Execution.** This Agreement may be executed and delivered in counterparts, and whether delivered by hand, mail, or electronic means (including .pdf format), each will be deemed an original, and all of which taken together will constitute one and the same instrument.

7.7. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Tennessee and the federal laws of United States, as applicable.

7.8. **Amendment.** This Agreement may only be amended by written instrument (which shall include electronic instrument including email) signed or otherwise authenticated by both Parties.

7.9. **Counterparts.** This Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original.

7.10. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

7.11. **Assignment and Enurement.** Either Party may assign its rights and obligations to another party without the consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

7.12. **Remedies Cumulative.** No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided under applicable law. Unless and except otherwise expressly provided in this Agreement, rights and remedies provided in this Agreement are cumulative and non-exclusive of any right or remedy provided under applicable law.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Agreement by their duly authorized officers.

**ASSIGNOR**  
**YELLOW CORPORATION**

DocuSigned by:  
*Jason Bergman*  
CFB33FC8A0FA482...

\_\_\_\_\_  
Signature  
Jason Bergman

\_\_\_\_\_  
Printed Name  
Chief Commercial Officer

\_\_\_\_\_  
Title

**ASSIGNEE**  
**HENRY LIMITED**

DocuSigned by:  
*James Fuller*  
8D0B7E70872A411...

\_\_\_\_\_  
Signature  
James Fuller

\_\_\_\_\_  
Printed Name  
CEO

\_\_\_\_\_  
Title



**SCHEDULE A**  
**Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Reg. No.</u></b>	<b><u>Class(es)</u></b>	<b><u>Reg. Date</u></b>
HNRV	Canada	TMA1116751	35 39	12/31/2021
HNRV	Mexico	1997557	35	5/8/2019
HNRV	Mexico	1938849	39	10/23/2018
HNRV	U.S.	5,908,963	35 39	11/12/2019
HNRV (Stylized)	Mexico	1997556	35	5/8/2019
HNRV (Stylized)	Mexico	1938848	39	10/23/2018
HNRV (Stylized)	U.S.	5,908,962	35 39	11/12/2019
MYHNRV	Canada	TMA1106590	35 39	8/11/2021
MYHNRV	Mexico	2122774	35	9/7/2020
MYHNRV	Mexico	2122776	39	9/7/2020
MYHNRV	U.S.	5,977,708	35 39	2/4/2020
MYHNRV (Stylized)	Canada	TMA1108319	35 39	9/1/2021
MYHNRV (Stylized)	Mexico	2123153	35	9/7/2020
MYHNRV (Stylized)	Mexico	2139090	39	9/14/2020
MYHNRV (Stylized)	U.S.	5,977,709	35 39	2/4/2020
MYHNRV.COM	Mexico	2057272	35	11/21/2019
MYHNRV.COM	Mexico	1978911	39	3/13/2019
MYHNRV.COM	U.S.	6290241	35 39	3/9/2021
MY.HNRV.COM (Stylized)	Mexico	2057273	35	11/21/2019
MY.HNRV.COM (Stylized)	Mexico	1978912	39	3/13/2019