OP \$40.00 5367751

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM473738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Startup Grind, Inc.		05/15/2017	Corporation:

RECEIVING PARTY DATA

Name:	Bevy Labs, Inc.	
Street Address:	1491 Edgewood Drive	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94301	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5367751	BEVY

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.

Phone: 4154390153

Email: vivek@blgtrademarks.com

Correspondent Name: Vivek Vaidya

Address Line 1: 555 California Street, Suite 4925
Address Line 4: 5an Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Vivek Vaidya
SIGNATURE:	/Vivek Vaidya/
DATE SIGNED:	05/11/2018

Total Attachments: 4

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TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement ("Agreement"), effective on May 15, 2017 ("Effective Date"), is made and entered into by and among Startup Grind, Inc. ("Assignor"), and Bevy Labs, Inc. ("Assignee").

RECITAL

WHEREAS, Assignor owns a Registration (as such term is defined herein) for a trademark with the United States Patent and Trademark Office;

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor's entire right, title and interest in and to the Registration.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

- **1. Assignor Registration.** Assignor hereby irrevocably assigns all of its right, title and interest in the Registration identified and set forth on Schedule A to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Registration. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.
- **1.1** Assignor acknowledges itself as the Registrant of the Registration set forth on <u>Schedule A</u> and that the Registration is free and clear of any security interest or other lien or encumbrance of any kind.
- **1.2** Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Registration.
- 1.3 Assignor acknowledges that the assignment of the Registration to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Registration, or adversely affect the validity of the Registration.

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- **2.** Consideration. Startup Grind, Inc. agrees to lose its entire right, title and interest in and to the Registration, and Bevy Labs, Inc. agrees to gain the entire right, title and interest in and to the Registration upon the execution of this Agreement.
- **3. Notices.** All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Startup Grind, Inc. 1491 Edgewood Drive Palo Alto, CA 94301

Assignee:

Bevy Labs, Inc 1491 Edgewood Drive Palo Alto, CA 94301

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

- **4. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the Registration of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.
- **5. Modification of Agreement and Waiver.** This Agreement may not be amended except by a writing executed by the parties hereto.
- **6. Entire Agreement.** This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

[Signature Page to Follow]

TRADEMARK REEL: 006376 FRAME: 0101 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

AGREED TO AND ACCEPTED:

Startup Grind, Inc.

Bevy Labs, Inc.

By: Derek Andersen

By: Derek Andersen

SCHEDULE A

U.S. Registration Number: 5367751

Word Mark: BEVY

Goods and Services: IC 042. US 100 101. G & S: Platform as a service (PAAS) featuring computer software platform for event management in the nature of special event planning for professional conferences, seminars, and networking events, sales in the nature of processing payment, and analytics in the nature of tracking user activity for growth and efficiency purposes.

Filing Date: November 16, 2016

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Owner: Startup Grind, Inc. CORPORATION DELAWARE 1491 Edgewood Drive Palo Alto

CALIFORNIA 94301

RECORDED: 05/11/2018

Type of Mark: SERVICE MARK

TRADEMARK REEL: 006376 FRAME: 0103