

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654016

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Enhance, Inc. | | 06/14/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MobileFuse LLC | | |
| Street Address: | PO Box 37 | | |
| City: | Stirling | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07980 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5483748 | SDKS ARE DEAD | |
| Registration Number: | 5071803 | ENHANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5167416706 | | |
| <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: | 5165925921 | | |
| Email: | cskop@msek.com | | |
| Correspondent Name: | Charles Skop | | |
| Address Line 1: | 990 Stewart Avenue | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Garden City, NEW YORK 11530 | | |
| NAME OF SUBMITTER: | Charles Skop | | |
| SIGNATURE: | /Charles Skop/ | | |
| DATE SIGNED: | 06/15/2021 | | |
| Total Attachments: 5 | | | |
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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 14th day of June, 2021 (the "Effective Date") by and between Enhance, Inc., a Delaware corporation ("Assignee"), and MobileFuse LLC, a Delaware limited liability company ("Assignor"). Assignee and Assignor are collectively referred to as "Parties" and each a "Party."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 14, 2021 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, to and under, all of the Intellectual Property Assets including, without limitation, all Trademarks.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment of Trademarks. Assignor, for the consideration specified in the Purchase Agreement, does hereby grant, bargain, transfer, sell, assign, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to and under, all of the following, wherever located, to have and to hold forever:

- a. the trademarks set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill connected with the use of, and symbolized by, the Trademarks;
- b. all rights of any kind whatsoever of the 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 rights to Actions of any nature available to or being pursued by the Assignor to the extent related to the foregoing accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability, 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdiction, to record and register this Agreement upon request by the Assignee.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement including without limitation, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The Parties hereto acknowledge and agree that the

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representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby 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 hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts or choice of law that would defer to the substantive laws of any other jurisdiction.

6. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR

ENHANCE, INC.

By: DocuSigned by:
Christopher Hughes
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Name: Christopher Hughes
Title: Founder, CEO

ASSIGNEE:

MOBILEFUSE LLC

By: _____
Name: Kenneth Harlan
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR

ENHANCE, INC.

By: _____

Name: Christopher Hughes

Title: Founder, CEO

ASSIGNEE:

MOBILEFUSE LLC

By: *Ken Harlan* _____


Name: Kenneth Harlan

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE I

Trademarks

| <u>Trademark</u> | <u>USPTO Serial No.</u> | <u>USPTO Registration Date</u> | <u>Registration No.</u> | <u>Jurisdiction</u> | <u>Status</u> |
|---|---------------------------------|------------------------------------|-----------------------------|---------------------|--|
|  | 87380271 | <u>3/21/2017</u> | 5483748 | <u>U.S.</u> | <u>Registered- issued and active</u> |
| Enhance | 86893706 | <u>11/1/2016</u> | 5071803 | <u>U.S.</u> | <u>Registered- issued and active</u> |

Unregistered Trademarks

- EnhanceAds
- ZeroCode
- Enhance "e" logo
- "SDKs are Dead" (text only)