900625034 06/22/2021

TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM655395

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

RESUBMIT DOCUMENT ID: 900617996

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN DIGITAL TECHNOLOGIES, INC.		02/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Kargo Global, Inc.
Street Address:	826 Broadway, 4th Fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3917364	FABRIK

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: 212-813-5900

Email: anicolescu@fzlz.com
Correspondent Name: Tamar Niv Bessinger

Address Line 1: Fross Zelnick Lehrman & Zisu, P.C.

Address Line 2: 151 West 42nd Street, 17th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: KRGI 2103093

NAME OF SUBMITTER: Anca Nicolescu

SIGNATURE: /anca nicolescu/

DATE SIGNED: 06/22/2021

Total Attachments: 4

source=Cover sheets and original assignment (F4136006x96B9E)#page1.tif source=Cover sheets and original assignment (F4136006x96B9E)#page2.tif

TRADEMARK 900625034 REEL: 007333 FRAME: 0300 source=Cover sheets and original assignment (F4136006x96B9E)#page3.tif source=Cover sheets and original assignment (F4136006x96B9E)#page4.tif

TRADEMARK REEL: 007333 FRAME: 0301

Trademark Assignment U.S. Trademark Registration No. 3917364

This Trademark Assignment ("Assignment"), effective as of February 8, 2021 ("Effective Date"), is made and entered into by and between Western Digital Technologies, Inc., a corporation of Delaware, (the "Assignor"), and Kargo Global, Inc. (the "Assignee").

- A. Assignor is the owner of United States Patent and Trademark Office Trademark Registration No. 3917364 ("Trademark"); and
- B. Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademark together with all goodwill associated with and symbolized by such Trademark; and
- C. Assignee has agreed to purchase and desires to acquire the Trademark together with all goodwill associated with and symbolized by such Trademark.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee ("Parties") hereby agree as follows:

- 1. Assignment. Upon the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark, the entire business symbolized and associated with such Trademark, all goodwill of the business symbolized and associated with such Trademark, all rights provided by international conventions and treaties conferred by such Trademark and goodwill, all renewal rights, all rights to profits due or accrued, and all rights to sue and recover damages for past, present, and future infringement, dilution, misappropriation, unlawful imitation, or other violation thereof or conflict therewith.
- 2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform all additional acts that may be necessary or desirable to assist Assignee, its successors, assigns, or legal representatives, in the implementation, recordation, or perfection of this Assignment and Assignee's interest in and to the Trademark without any charge or cost to Assignee.
- 3. <u>Due Authorization.</u> Assignor hereby authorizes and requests all officials of any applicable governmental authority, including but not limited to the Office of the Commissioner for Trademarks in the United States, to issue to Assignee in Assignee's name any and all registrations and renewal of registrations from the Trademark.
- Governing Law. This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.

Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of California, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each party has caused this Assignment to be executed by its duly authorized representative.

Western C	igital Technologies	, Inc:	138
Signature		- -a	
		71	****
Name: 0	mhia Lock Tregilli	d	10
Title: Vice	President, Legal		
Date: Febr	ruary 8, 2021		
Assignee			
Kargo Glo	bal, Inc.	P 1888 1888	
Signature	: Midhall S!	condensisy	
Name:	Michael Shaug	hnessy	Sec
Title:	chief Operatio	g Officer	
Date:	2/9/2021		

C - 164 - 1755 - 115