TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM331110

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iconology, LLC		06/04/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Amazon Technologies, Inc.	
Street Address:	410 Terry Ave N	
Internal Address:	Attn: Trademarks	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98109	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	77186192	COMIXOLOGY	
Serial Number:	77186200	COMIXOLOGY.COM	

CORRESPONDENCE DATA

Fax Number: 2062667010

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: 2062664064

Email: trademarks@amazon.com Amazon Technologies, Inc. **Correspondent Name:**

Address Line 1: 410 Terry Ave N Address Line 2: Attn: Trademarks

Address Line 4: Seattle, WASHINGTON 98109

ATTORNEY DOCKET NUMBER:	TMKM5085
NAME OF SUBMITTER:	Allisen Pawlenty-Altman
SIGNATURE:	/apaltman/
DATE SIGNED:	02/04/2015

Total Attachments: 3

source=Iconology Inc - AGR - 2014-06-04 - Bill of Sale#page1.tif

TRADEMARK REEL: 005453 FRAME: 0230

900314757

source=Iconology Inc - AGR - 2014-06-04 - Bill of Sale#page2.tif source=Iconology Inc - AGR - 2014-06-04 - Bill of Sale#page3.tif

TRADEMARK REEL: 005453 FRAME: 0231

BILL OF SALE

This BILL OF SALE AGREEMENT (this "Agreement"), effective as of June 4, 2014, is by and between Iconology LLC, a Delaware limited liability company ("Seller"), and Amazon Technologies, Inc., a Nevada corporation ("Buyer").

- 1. Pursuant to, and subject to the effectiveness of each of the following, in consecutive order starting with item a and ending with item c:
 - a. Distribution Agreement #2, dated as of June 4, 2014, (the "Distribution Agreement") by and between Seller and Amazon.com, Inc., a Delaware corporation ("Parent");
 - b. Contribution Agreement #1, dated as of June 4, 2014, by and among Parent, Amazon.com Int'l Sales, Inc., a Delaware corporation ("AISI"), and Amazon Global Resources, Inc., a Delaware corporation ("AGRI"); and
 - c. Contribution Agreement #2, dated as of June 4, 2014, by and among Parent, AISI, AGRI and

Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Property, the goodwill associated therewith and the right to sue for and recover damages for any past, present or future infringement of the Property, the same to be held and enjoyed by Buyer for its own use and enjoyment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

- 2. "Property" as used herein is the Distributor Intellectual Property as defined in the Distribution Agreement, which includes, but is not limited to, the items listed on Schedule A, Schedule B and Schedule C attached hereto.
- 3. Title and risk shall pass to Buyer as of the date of this Agreement.

Iconology LLC	Amazon Technologies, Inc.		
Ву:	By:		
Name: Kurt A. Lamp	Name: Richard J. Prem		
Title: Vice President	Title: Vice President		
Dated: June 4, 2014	Dated: June, 2014		
Address:	Address:		
512 Seventh Ave., 12 th Floor	8329 West Sunset Road, Suite 200		
New York, NY 10018	Las Vegas, Nevada		
United States	United States		

BILL OF SALE

This BILL OF SALE AGREEMENT (this "Agreement"), effective as of June 4, 2014, is by and between Iconology LLC, a Delaware limited liability company ("Seller"), and Amazon Technologies, Inc., a Nevada corporation ("Buyer").

- 1. Pursuant to, and subject to the effectiveness of each of the following, in consecutive order starting with item a and ending with item c:
 - a. Distribution Agreement #2, dated as of June <u>4</u>, 2014, (the "Distribution Agreement") by and between Seller and Amazon.com, Inc., a Delaware corporation ("Parent");
 - b. Contribution Agreement #1, dated as of June 4, 2014, by and among Parent, Amazon.com Int'l Sales, Inc., a Delaware corporation ("AISI"), and Amazon Global Resources, Inc., a Delaware corporation ("AGRI"); and
 - c. Contribution Agreement #2, dated as of June 4, 2014, by and among Parent, AISI, AGRI and

Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Property, the goodwill associated therewith and the right to sue for and recover damages for any past, present or future infringement of the Property, the same to be held and enjoyed by Buyer for its own use and enjoyment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

- 2. "Property" as used herein is the Distributor Intellectual Property as defined in the Distribution Agreement, which includes, but is not limited to, the items listed on Schedule A, Schedule B and Schedule C attached hereto.
- 3. Title and risk shall pass to Buyer as of the date of this Agreement.

Iconology LLC	Amazon Technologies, Inc.
Ву:	By: Tuhand to
Name: Kurt A. Lamp	Name: Richard J. Prem
Title: Vice President	Title: Vice President
Dated: June, 2014	Dated: June 4, 2014
Address: 512 Seventh Ave., 12 th Floor New York, NY 10018 United States	Address: 8329 West Sunset Road, Suite 200 Las Vegas, Nevada United States

<u>Schedule A</u> Patents and Patent Applications

File Number	Jur.	Formal Title	Application #	Filing Date
-	US	Image and Document Display and Multimedia Method	61/216,383	May 14, 2009
40204-701.201	US	Systems, Methods, And Media For Presenting Panel-Based Electronic Documents	12/780,838	May 14, 2010

<u>Schedule B</u> Trademarks and Trademark Applications

File Number	Trademark	Jurisdiction	Application No.	Registration Date	Registration No.
40204-TM2002	Comixology	EC	11289998	April 23, 2013	11289998
40204-TM1003	Comixology	US	77186192	August 25, 2009	3673534
40204-TM1004	Comixology.com	US	77186200	October 26, 2010	3867827

Schedule C Domain Names

Domains		
Comixology.com	Comixology.fr	
Cmxl.gy	Comixology.info	
cmxlgy.com	Comixology.it	
Comicretailer.com	Comixology.jp	
comicsbycomixology.com	Comixology.lu	
Comix-ology.com	Comixology.mobi	
Comix-ology.net	Comixology.net	
Comixology.be	Comixology.us	
Comixology.biz	Icomicsonsale.com	
Comixology.co	lconology.com	
Comixology.co.uk	iconologyinc.com	
Comixology.com.de	newcomicswednesday.com	
Comixology.es	Pop-shops.com	
Comixology.eu	Popshoponline.com	

Document 3.6.3 705215559v6

RECORDED: 02/04/2015

TRADEMARK REEL: 005453 FRAME: 0234