

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340384

<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>
Lance Clifford		01/10/2012	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VERTICALSCOPE INC.		
<b>Street Address:</b>	111 PETER STREET		
<b>Internal Address:</b>	SUITE 700		
<b>City:</b>	TORONTO, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V2H1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3840111	PIRATE4X4.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jenifer deWolf Paine		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	77779-012		
<b>NAME OF SUBMITTER:</b>	Jenifer deWolf Paine		
<b>SIGNATURE:</b>	/Jenifer deWolf Paine/		
<b>DATE SIGNED:</b>	05/05/2015		
<b>Total Attachments: 4</b>			
source=TM Assignment#page1.tif			
source=TM Assignment#page2.tif			
source=TM Assignment#page3.tif			

CH \$40.00 3840111



## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of January 10, 2012, is made by Owner Lance Clifford ("**Seller**"), an individual residing at 326 S 1040 W, Hurricane, UT 84737, in favor of Verticalscope Inc. ("**Buyer**"), an Ontario corporation, located at 700-111 Peter Street, Toronto, Ontario, Canada, M5V-2H1, the purchaser of certain assets of Seller pursuant to a Web Site Purchase Agreement between Buyer and Seller, dated as of January 10, 2012, the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the "**Assigned Trademark**");

(a) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of Seller 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 claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

Lance Clifford

By: 

Lance Clifford  
President, Pirate Media Group  
326 S 1040 W  
Hurricane, UT 84737  
435-574-7100

# PIRATE4X4.COM

**Word Mark** PIRATE4X4.COM

**Goods and Services** IC 041. US 100 101 107. G & S: Entertainment and educational services, namely, providing a website that displays, recommendations, rankings, and entertainment information relating to off roading sports and 4x4 trucks, all exclusively for non-business and non-commercial transactions and purposes. FIRST USE: 19980000. FIRST USE IN COMMERCE: 19980000

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Trademark Search Facility Classification Code** NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks  
NUM-COMBO Numeral Combinations (More than one number)  
NUM-4 The number 4 or the word Four

**Serial Number** 77797938

**Filing Date** August 5, 2009

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** June 15, 2010

**Registration Number** 3840111

**Registration Date** August 31, 2010

**Owner** (REGISTRANT) Pirate Media Group Lance Clifford, an United States individual SOLE PROPRIETORSHIP CALIFORNIA PO Box 4384 Georgetown CALIFORNIA 95634

**Attorney of Record** Erik M. Pelton

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE