

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346501

<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>
Blitz Digital Studios, LLC		06/19/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advantage Sales & Marketing LLC		
<b>Street Address:</b>	18100 VON KARMAN AVE, SUITE 1000		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3196201	BLITZ	
<b>Registration Number:</b>	4077995	WE DESIGN LOVE	
<b>Registration Number:</b>	4454736		
<b>Registration Number:</b>	4564853	WE MAKE BRANDS FAVORITES - NOT JUST FAMO	
<b>Registration Number:</b>	4564854	BEING A FAVORITE IS MORE VALUABLE THAN B	
<b>Registration Number:</b>	4564855	THERE'S MORE VALUE TO BEING FAVORITE THA	
<b>Registration Number:</b>	4673738	BLITZ	
<b>Registration Number:</b>	4632399	"WHAT HAPPENED YESTERDAY" REPORTS	
<b>Registration Number:</b>	4632400	W.H.Y. REPORTS	
<b>Registration Number:</b>	3845068	BIGMETHOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063597479		
<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>	206-359-6479		
<b>Email:</b>	jjolley@perkinscoie.com		
<b>Correspondent Name:</b>	Jennifer L. Jolley		
<b>Address Line 1:</b>	1201 Third Ave, Ste 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		

OP \$265.00 3196201

<b>ATTORNEY DOCKET NUMBER:</b>	088337-0014
<b>NAME OF SUBMITTER:</b>	Jennifer L. Jolley
<b>SIGNATURE:</b>	/jennifer l jolley/
<b>DATE SIGNED:</b>	07/01/2015

**Total Attachments: 8**

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## TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT dated as of June 19, 2015 (this "Assignment"), is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company ("Buyer"), and Blitz Digital Studios, LLC, a California limited liability company ("Seller"), pursuant to that certain Asset Purchase Agreement, dated June 19, 2015 (the "Purchase Agreement"), by and among Buyer, Seller and the other parties named therein.

**1. Definitions.** Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"Domain Name" or "Domain Names" means the domain names listed on the attached Schedule A.

"Trademarks" means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

"Trade Name" or "Trade Names" means the trade names listed on the attached Schedule A.

"Seller Web Sites" means the Web site located at Blitzagency.com and all Web sites located at all Domain Names together with all urls owned and/or controlled by the Seller and listed on Schedule A.

"Seller Web Site Content" means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure, in each case that are owned by the Seller. Seller Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any code used to create any element of the Seller Web Site Content.

"Social Media Sites" means the social media pages and accounts listed on Schedule A, inclusive of all Seller Web Site Content located at such pages and through such accounts. For the avoidance of doubt, content on Social Media Sites shall only include the social media pages and accounts that are owned by the Seller.

**2. Trademark Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trademarks together with all of Seller's right, title and interest in and to any and all goodwill associated with the Trademarks.

**3. Trade Name Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the Trade Names together with all of Seller's right, title and interest in and to any and all goodwill associated with the Trade Names.

**4. Domain Name Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to the registrations of the Domain Names together with all of Seller's right, title and interest in and to any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and all of Seller's right, title and interest in and to any and all goodwill associated with the Domain Names.

**5. Registrar Procedures.** Seller will, at Buyer's expense, take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer by completing the required forms provided by Buyer or the applicable registrar to Seller and any other reasonable and necessary actions required by Buyer to effect the transfer of the registrations of the Domain Names to Buyer. Within three (3) Business Days of Closing, Seller will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Seller will, without further consideration, provide such other information and execute such documents as may be necessary to accomplish the transfer of the registrations of the Domain Names upon Buyer's reasonable request.

**6. Seller Web Site Content and Social Media Sites Assignment.** Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller's right, title and interest in and to any Seller Web Site Content and the Social Media Sites, together with all of Seller's right, title and interest in and to any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and all of Seller's right, title and interest in and to any and all goodwill associated with the Seller Web Site Content.

**7. Additional Actions.** At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to providing Buyer with the user name and passwords for the Social Media Sites.

**8. Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**9. Counterparts; Delivery.** This Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party shall raise the use of a facsimile machine or other electronic transmission (including .pdf files) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including .pdf files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

**10. Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedule A constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names, Domain Names, Social Media Sites and the Seller Web Site Content. No amendment,

modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by both parties hereto. This Assignment is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**BUYER:**

Advantage Sales & Marketing LLC

By: \_\_\_\_\_

Name: Brian Stephens

Its: Chief Financial Officer

**SELLER:**

Blitz Digital Studios, LLC

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Ivan Todorov', is written over a horizontal line. The signature is stylized and cursive.



Name: Ivan Todorov

Its: Member

**Schedule A**

**List of Trademarks, Trade Names, Domain Names, and Social Media Sites**

**Trademarks:**

<b>Trademark</b>	<b>Owner of Record</b>	<b>Reg. No.</b>	<b>Reg. Dt.</b>
BLITZ	Blitz Digital Studios, LLC	3196201	Jan. 9, 2007
WE DESIGN LOVE	Blitz Digital Studios, LLC	4077995	Dec. 27, 2011
	Blitz Digital Studios, LLC DBA BLITZ	4454736	Dec. 24, 2013
WE MAKE BRANDS FAVORITES - NOT JUST FAMOUS.	Blitz Digital Studios, LLC	4564853	July 8, 2013
BEING A FAVORITE IS MORE VALUABLE THAN BEING FAMOUS.	Blitz Digital Studios, LLC	4564854	July 8, 2014
THERE'S MORE VALUE TO BEING FAVORITE THAN FAMOUS.	Blitz Digital Studios, LLC	4564855	July 8, 2014
 <b>BLITZ</b>	Blitz Digital Studios, LLC DBA BLITZ	4673738	Jan. 20, 2015
"WHAT HAPPENED YESTERDAY" REPORTS	Blitz Digital Studios, LLC DBA BLITZ	4632399	Nov. 4, 2014
W.H.Y. REPORTS	Blitz Digital Studios, LLC DBA BLITZ	4632400	Nov. 4, 2014
BIGMETHOD	Big Method LLC	3845068	Sept. 7, 2010



**Trade Names:**

Trade Name	County of Registration
BLITZ	Los Angeles County
BLITZ AGENCY	Los Angeles County
bigMETHOD	Los Angeles County

**Domain Names:**

Domain Name	Registrar	Registrant
bigmethod.com	Enom, Inc	BigMethod
blitz.me	Enom, Inc.	BLITZ Digital Studios LLC
blitzagency.com	Enom, Inc.	BLITZ Digital Studios LLC
blitzdigitalstudio.com	Enom, Inc.	BLITZ Digital Studios LLC
egotrip.com	Enom, Inc.	BLITZ Digital Studios LLC
estudio.com	Enom, Inc.	BLITZ Digital Studios LLC
wedesignlove.com	Enom, Inc.	BLITZ Digital Studios LLC
blitz.watch	Go Daddy	BLITZ Digital Studios LLC
marketingagencyla.com	Go Daddy	BLITZ Digital Studios LLC
notch.watch	Go Daddy	BLITZ Digital Studios LLC
blitz.la	Register.com, Inc.	BLITZ Digital Studios LLC
blitzagency.la	Register.com, Inc.	BLITZ Digital Studios LLC
blindsubmit.com	Enom, Inc.	NameCheap.com
blitzagencyhosting.com	Enom, Inc.	NameCheap.com
blitzdigitalstudios.com	Enom, Inc.	NameCheap.com
blitzds.com	Enom, Inc.	NameCheap.com
blitzdsgames.com	Enom, Inc.	NameCheap.com
blitzinteractive.com	Enom, Inc.	NameCheap.com
blitzstaging.com	Enom, Inc.	NameCheap.com
puzzaz.com	Enom, Inc.	WhoisGuard Protected
richandfamo.us	Enom, Inc.	Gregory Elder

**Social Media Sites:**

- LinkedIn: <https://www.linkedin.com/company/blitz>
- Facebook: <https://www.facebook.com/BLITZagency>
- Google Local, Google Pages: <https://plus.google.com/+BLITZagency/posts>
- Twitter: <https://twitter.com/BLITZAgency>
- Youtube: <https://www.youtube.com/user/BLITZAgency>
- Instagram: <https://instagram.com/blitzagency>
- Vimeo: <https://vimeo.com/blitzagency>
- Vine: <https://vine.co/u/995102328774430720>
- Flickr: <https://vine.co/u/995102328774430720>
- LinkedIn: <https://www.linkedin.com/company/bigmethod>
- Twitter: <https://twitter.com/bigMETHOD>
- Google Plus: <https://plus.google.com/102138595089076563658/about>
- Youtube: <https://www.youtube.com/user/bigmethod>