

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blekko, Inc.		03/27/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	International Business Machines Corporation		
Also Known As:	IBM Corporation		
Street Address:	One New Orchard Road		
City:	Armonk		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77371445	BLEKKO	
Serial Number:	85303284	HTTPS PREFERRED	
Serial Number:	85808826	IZIK	
Serial Number:	85036099	SLASH THE WEB	
Serial Number:	77931298	SLASHTAG	
Serial Number:	85292694	SUPERPRIVACY	
CORRESPONDENCE DATA			
Fax Number:	9147654370		
<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:	9147654353		
Email:	ibmtm@us.ibm.com		
Correspondent Name:	Leonora Hoicka		
Address Line 1:	1 North Castle Drive		
Address Line 4:	Armonk, NEW YORK 10504		
NAME OF SUBMITTER:	Grazia T. Micewicz		
SIGNATURE:	/Grazia T. Micewicz/		
DATE SIGNED:	07/16/2015		

CH \$165.00 77371445

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made this 27th day of March, 2015 (this "Assignment"), by and between Blekko, Inc., a California corporation (the "Assignor"), and International Business Machines Corporation, a New York corporation ("Assignee"). This Assignment is delivered pursuant to the transactions contemplated by the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignor, Assignee and the Indemnifying Shareholders (as defined in the Purchase Agreement). Unless otherwise indicated, capitalized terms used herein without definitions shall have the meanings specified therefor in the Purchase Agreement.

W I T N E S S E T H:

WHEREAS, the Assignor has adopted, used and is using, and is the sole owner of the entire right, title and interest, including the goodwill associated therewith, in, to and under the registered trademarks and trademark applications listed on Schedule A (the "Trademarks");

WHEREAS, the Assignor has agreed in the Purchase Agreement to sell, assign, transfer, convey and deliver to Assignee all the right, title and interest in, to and under the Trademarks; and

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Assignment. The Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest in, to and under the Trademarks, together with all goodwill associated with the use of or symbolized by the Trademarks, all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks, and all other rights, including common law rights, relating to the Trademarks, to the extent such rights exist, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by the Assignor had this assignment and sale not been made, and each free and clear of all Liens.

Upon request from Assignee, the Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instrument of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's assigns.

SECTION 2. Transfer. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and any other relevant authority to transfer all registrations and registration applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in such Trademarks.

SECTION 3. No Modification of the Purchase Agreement. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

SECTION 4. Representations, Warranties and Indemnities. Neither the Assignor nor Assignee makes any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either the Assignor or Assignee under the indemnification provisions set forth in Article VII of the Purchase Agreement.

SECTION 5. Severability. If any term or provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 7. No Third-Party Beneficiaries. This Assignment is not intended to confer upon any Person other than the parties hereto any rights or remedies.

SECTION 8. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties; provided that Assignee may assign, in its sole discretion, any or all of its rights, interests and obligations under this Assignment to any Affiliate of Assignee but no such assignment shall relieve Assignee of its obligations hereunder. Subject to the preceding

sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

SECTION 9. Consent to Jurisdiction. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of (a) any New York State court sitting in the County of New York or Westchester and (b) the United States District Court for the Southern District of New York, for the purposes of any Litigation arising out of this Assignment or any transaction contemplated hereby (and each agrees that no such Litigation relating to this Assignment shall be brought by it or any of its Affiliates except in such courts). Each of the parties hereto further agrees that, to the fullest extent permitted by applicable Law, service of any process, summons, notice or document by U.S. registered mail to such Person's respective address set forth in Section 8.02 of the Purchase Agreement shall be effective service of process for any Litigation in New York with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the parties hereto irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any Litigation arising out of this Assignment or the transactions contemplated hereby in (a) any New York State court sitting in the County of New York or Westchester or (b) the United States District Court for the Southern District of New York, or that any such Litigation brought in any such court has been brought in an inconvenient forum.

SECTION 10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.

SECTION 11. Amendments. This Assignment may not be amended or modified except by an instrument in writing executed on behalf of each of the parties hereto.

SECTION 12. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

SECTION 13. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

SECTION 14. Counterparts. This Assignment may be executed in one or more counterparts (including by fax or PDF), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignee and the Assignor have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

BLEKKO, INC.,

by: MM
Name: Rich Skronitz
Title: CEO

STATE OF _____)
 : ss.:
COUNTY OF _____)

On the _____ day of _____, 2015 before me personally came
to me known, who, being by me duly sworn, did depose and say that

[s]he resides in _____; that [s]he is
_____ of Blekko, Inc. the corporation described in and which executed the above
Assignment; and that [s]he signed [her][his] name thereto on behalf of said corporation.

Notarial Seal

See attached for notization
[Signature] 02/26/15


A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss.

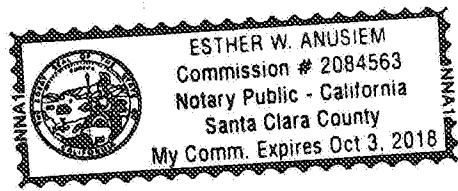
On March 26, 2015 before me Esther W. Anusiem,
Notary Public, personally Richard John Skrenta,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public



ASSIGNEE:

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

by: 

Name: Kevin J. Reardon

Title: VP, Corporate Development

[Signature Page to Trademark Assignment]

[[3517656]]

TRADEMARK
REEL: 005577 FRAME: 0930

SCHEDULE A**Trademarks****Registered Trademarks and Trademark Applications**

Trademark Name	Country Name	Trademark Status	App Number	File Date	Reg Number	Reg Date
BLEKKO	Australia	Registered	1394809	15-Oct-2010	1055951	15-Oct-2010
IZIK	Australia	Registered	1544657	06-Mar-2013	1544657	19-Jul-2013
SLASH THE WEB	Australia	Registered	1393661	05-Oct-2010	1054643	05-Oct-2010
BLEKKO	Canada	Registered	1498678	06-Oct-2010	859278	05-Sep-2013
IZIK	Canada	Published	1618230	14-Mar-2013	-	-
BLEKKO	European Community	Registered	9298944	06-Aug-2010	9298944	29-Nov-2010
BLEKKO	European Community	Registered	9434895	08-Oct-2010	9434895	18-Mar-2011
IZIK	European Community	Registered	11635984	07-Mar-2013	011635984	31-Jul-2013
SLASH THE WEB	European Community	Registered	-	05-Oct-2010	1054643	05-Oct-2010
BLEKKO	Int'L Registration – Madrid Protocol Only	Registered	-	15-Oct-2010	1055951	15-Oct-2010
SLASH THE WEB	Int'L Registration – Madrid Protocol Only	Registered	-	05-Oct-2010	1054643	05-Oct-2010
SLASH THE WEB	United Kingdom	Registered	-	05-Oct-2010	1054643	05-Oct-2010
BLEKKO	United States of America	Registered	77/371445	14-Jan-2008	3920088	15-Feb-2011
HTTPS PREFERRED	United States of America	Registered	85/303284	25-Apr-2011	4354462	18-Jun-2013
IZIK	United States of America	Registered	85/808826	21-Dec-2012	4522891	29-Apr-2014
SLASH THE WEB	United States of America	Registered	85/036099	12-May-2010	3930122	08-Mar-2011
SLASHTAG	United States of America	Registered	77/931298	09-Feb-2010	4547802	10-Jun-2014
SuperPrivacy	United States of America	Registered	85/292694	12-Apr-2011	4369029	16-Jul-2013