

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404787

<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>
RightsCube, Inc.		02/20/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Booklr Acquisition Corp.		
<b>Street Address:</b>	175 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4128123	BOOKLR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124898340		
<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>	212 489-8230		
<b>Email:</b>	NYC-Trademark@dwt.com		
<b>Correspondent Name:</b>	Alexandra Nicholson		
<b>Address Line 1:</b>	Davis Wright Tremaine LLP		
<b>Address Line 2:</b>	1251 Avenue of the Americas, 21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	0086829-000043		
<b>NAME OF SUBMITTER:</b>	Alexandra Nicholson		
<b>SIGNATURE:</b>	/Alexandra Nicholson/		
<b>DATE SIGNED:</b>	11/08/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of February 20, 2014 by and between Booklr Acquisition Corp., a Delaware corporation (“*Assignee*”) and wholly owned subsidiary of Vook, Inc., (“*Parent*”), and RightsCube, Inc., a Delaware corporation (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 20, 2014 (the “*Purchase Agreement*”), pursuant to which Assignee has agreed to acquire assets of Assignor related to the provision of data and analytics for publishers (the “*Business*”), including all of the Assignor’s right, title and interest in and to Assignor’s trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

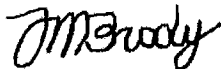
This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

RIGHTSCUBE, INC.

By:   
Name: Josh Brody  
Title: CEO

**ASSIGNEE:**

BOOKLR ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Brad Inman  
Title: President & CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

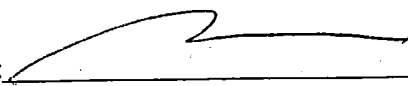
**ASSIGNOR:**

RIGHTSCUBE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

BOOKLR ACQUISITION CORP.

By:  \_\_\_\_\_  
Name: Brad Inman  
Title: President & CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE I**

ASSIGNED TRADEMARKS

Mark	Country	Registration/Application Number and Date	Class(es)	Owner	Status
BOOKLR	United States	4128123 – April 17, 2012	Service Mark	RightsCube, Inc.	Live
RightsGenie	United States	3953955 – May 3, 2011	Service Mark	RightsCube, Inc.	Live
RightsCube	United States	3859701 – October 12, 2010	Service Mark	RightsCube, Inc.	Live
RightsTrade	United States	77929876 – February 6, 2010	Service Mark	RightsCube, Inc. (Applicant)	Dead