OP \$40.00 4892495

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM406552

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Betternet Technologies Inc.		11/15/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Anchorfree GmbH
Street Address:	Hansmatt 32
City:	Stans
State/Country:	SWITZERLAND
Postal Code:	6370
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4892495	BETTERNET

CORRESPONDENCE DATA

Fax Number:

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.

Email: pavel@transpacificlaw.com

Correspondent Name: Pavel Pogodin

Address Line 1: 1 Daniel Burnham Court #914

Address Line 4: San Francisco, CALIFORNIA 94109

NAME OF SUBMITTER:	Pavel I. Pogodin
SIGNATURE:	/Pavel I. Pogodin/
DATE SIGNED:	11/23/2016

Total Attachments: 7

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TRADEMARK REEL: 005928 FRAME: 0055

Schedule 8

BETTERNET TECHNOLOGIES, INC. INTELLECTUAL PROPERTY AND LICENSE ASSIGNMENT AGREEMENT

This Intellectual Property and License Assignment Agreement (the "Agreement") made, executed and delivered as of November 15th, 2016 by and between Betternet Technologies Inc., a Province of British Columbia corporation ("Assignor" and "Seller"), and AnchorFree, GmbH a Swiss corporation ("Assignee" and "Buyer"). Seller and Buyer are individually a "Party" and collectively the "Parties" to this Agreement.

WITNESSETH

WHEREAS, the Assignor is the owner or licensee of certain intellectual property contained in the Purchased Assets, as that term is defined, and identified, in the Asset Purchase Agreement dated November 15th, 2016 (the "Asset Purchase Agreement") by and among the Assignor, the Assignee;

WHEREAS, the Assignor desires to assign the Intellectual Property to the Assignee as provided in said Asset Purchase Agreement and <u>Schedule</u> 1, including, but not limited, to all related intellectual property, license agreements, patents, copyrights, trademarks, and good will; and

WHEREAS, the Assignee desires to acquire from the Assignor such assignment of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor, intending to be legally bound, does hereby sell, assign, transfer and deliver unto the Assignee, its successors, legal representatives and assigns, all right, title and interest in, to and under the Intellectual Property and all other rights associated with the Intellectual Property, including, without limitation, the right to sue for any past infringement of the Intellectual Property (collectively, the "Intellectual Property Rights"), and the Assignee hereby accepts the foregoing assignment of the Intellectual Property Rights.

The terms of the Asset Purchase Agreement along with the attached and referenced Schedules, are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Asset Purchase Agreement.

This Intellectual Property Rights and License Assignment is intended only to document the assignment of the Intellectual Property Rights to Buyer, and the Asset Purchase Agreement and its Schedules, are the exclusive source of the agreement and understanding between Seller and Buyer respecting the Purchased Assets. Nothing in this Agreement shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

The Assignor shall, from time to time, execute and deliver to the Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by the Assignee to confirm and assure the rights and obligations provided for in this Agreement and the Asset Purchase Agreement and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to the execution of all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the Assigner relating to the invention and the history hereof; and generally do everything possible which the Assignee shall consider necessary for vesting title to the Intellectual Property Rights in the Assignee, and for securing, maintaining and enforcing proper protection for the Intellectual Property Rights.

This Intellectual Property and License Assignment Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws thereof and shall be binding on the heirs, assigns, representatives and successors of the Assignor and extending to the successors, assigns, and nominees of the Assignee.

[Signature page follows.]

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

marketica architerative 2007 (422) 800 and 2000
Name MUNICERA JOUNT ESFARANT.
Print,
Title:
Name: <u>Ramin Behzadi</u>
Print:
Title:
ANCHORFREE, GMBH (Assignee and Buyer) Name:
Name:
Print:Ralph Sigg
Title: General Manager

Schedule 1

Purchased Assets

1. All Source Code for all apps, including the Windows and Mac apps.

Betternet iOS free and premium
Betternet Android free and premium
Betternet Windows free and premium
VIT Android
VIT iOS
Hexatech iOS
Hexatech Pro iOS
NeverAds for iOS
Hexatech Android

2. All browser extensions including Chrome and Firefox.

Betternet Chrome extension	
Betternet Firefox extension	

3. All Betternet domains including Betternet.co.

vitservers.pw
vpnintouch.in
vpnintouch.us
vpnintouch.co
vpnintouch.net
vpnintouch.com
vit25.com
betternet.co
btnt.co
hexa.tech
wooj.ninja
2354.biz
56awp.pw
34894. website

987607.biz

Domain	Registered Under	Registered	Expires
23cgm.stream	admin@betternet.co	8/7/16	8/6/17
2i9eoir.webcam	admin@betternet.co	8/7/16	8/6/17
2tn5fp7ye.win	admin@betternet.co	8/7/16	8/6/17
3osu5a5z77.racing	admin@betternet.co	8/7/16	8/6/17
4wx7ipg.gdn	admin@betternet.co	8/7/16	8/7/17
70k9392bu.download	admin@betternet.co	8/7/16	8/6/17
8gvy3kn4nt.link	admin@betternet.co	8/7/16	8/7/17
9s7bf3zb.party	admin@betternet.co	8/7/16	8/6/17
ajrkz8ts.win	admin@betternet.co	8/7/16	8/6/17
awardco.date	admin@betternet.co	8/7/16	8/6/17
bee4.stream	admin@betternet.co	8/7/16	8/6/17
betterspot.co	admin@betternet.co	5/11/16	5/10/17
browsein.science	admin@betternet.co	8/7/16	8/6/17
djvtpu6cpy.bid	admin@betternet.co	8/7/16	8/6/17
easynet.click	admin@betternet.co	8/7/16	8/7/17
fqdnmail.click	admin@betternet.co	8/7/16	8/7/17
k1mnohnj6s.stream	admin@betternet.co	8/7/16	8/6/17
k98w5nv.faith	admin@betternet.co	8/7/16	8/6/17
kb2m2yv5r.review	admin@betternet.co	8/7/16	8/6/17
loadn.loan	admin@betternet.co	8/7/16	8/6/17
lqddgwhup.review	admin@betternet.co	8/7/16	8/6/17
nbwhsp.racing	admin@betternet.co	8/7/16	8/6/17
s0tf6w5f.webcam	admin@betternet.co	8/7/16	8/6/17
svjw88prm.gdn	admin@betternet.co	8/7/16	8/7/17
u0wu9v5xd.party	admin@betternet.co	8/7/16	8/6/17
ude25hq.loan	admin@betternet.co	8/7/16	8/6/17
xigwc8obk.download	admin@betternet.co	8/7/16	8/6/17
zceiun4ejq.faith	admin@betternet.co	8/7/16	8/6/17
zn95ceowf.bid	admin@betternet.co	8/7/16	8/6/17
zosxk556.science	admin@betternet.co	8/7/16	8/6/17
adyannet.com	admin@vpnintouch.co m	10/27/12	8/7/17
adyannet.net	admin@vpnintouch.co m	10/27/12	8/7/17
adyannet.org	admin@vpnintouch.co m	10/27/12	8/7/17

4. All intellectual property related to Betternet apps, including its Google apps, Apple apps, and NeverAds (ad blocker) app, including trademark, copyright, patent, and licensing information. (are there any other apps besides Google and Apple?)

BETTERNET (registration number:4892495, serial number:86666317).

5. Access including login and password to including Betternet data center accounts, all partner distribution accounts including Download.com. (Betternet please list all applicable accounts here)

отв	
easeWeb	
ivate Layer	
ower-up	
gitalOcean	
node	
mazon AWS	
ackspace	
eroku	
gmr	

6. All <u>Product</u>, <u>Advertising</u>, <u>and Marketing material</u> <u>and information</u>, including Betternet's Facebook and Twitter accounts. (Betternet please describe all applicable product, advertising, and marketing material, information, and accounts)

oetternet facebook page	
betternet twitter page	
petternet instagram page	
/IT facebook page	
/IT twitter page	

7. All customer information including all customer lists. (Betternet please describe all applicable customer information and lists if any)

Betternet premium users	
Vpn InTouch users	

RECORDED: 11/23/2016