

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414647

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lauri Previtt | | 01/27/2017 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | WPI Acquisition Corp. | | |
| Street Address: | 15 Verbena Ave Lower Level Concourse | | |
| City: | Floral Park | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11001 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3263520 | PERSONALLY DELIVERED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 9548280357 | | |
| Email: | geoffrey.lottenberg@lewisbrisbois.com | | |
| Correspondent Name: | Geoffrey Lottenberg | | |
| Address Line 1: | 110 SE 6th Street, Suite 2600 | | |
| Address Line 4: | Fort Lauderdale, FLORIDA 33301 | | |
| NAME OF SUBMITTER: | Geoffrey Lottenberg | | |
| SIGNATURE: | /Geoffrey Lottenberg/ | | |
| DATE SIGNED: | 02/02/2017 | | |
| Total Attachments: 6 | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page1.tif | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page2.tif | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page3.tif | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page4.tif | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page5.tif | | | |
| source=Woodbury - Assignment of IP Assets fully executed#page6.tif | | | |

OP \$40.00 3263520

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made as of the 27th day of January, 2017, by LAURI PRIVETT aka Lauri Previtt, an individual and resident of the state of Arizona ("Assignor") to WPI ACQUISITION CORP., a Delaware corporation ("Assignee").

RECITALS

I. Assignee and Assignor have executed an Asset Purchase Agreement dated as of the same date hereof, between Personally Delivered, LLC, as seller ("Seller") and Assignee, as buyer, and acknowledged by Assignor and Tom Privett, as members of Seller (the "Agreement"), pursuant to which Seller has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Property (as the term "Property" is defined in the Agreement).

II. Assignor solely owns all of the right, title and interest in and to the trademarks, service marks, logos and trade names, domain names and websites of, or relating to, "Personally Delivered" and "Personally Delivered, LLC" (the "Intellectual Property Assets" as identified and set forth in Schedule A).

III. In connection with the application to register the trademark PERSONALLY DELIVERED, now United States Trademark Registration No. 3,263,520, ("Trademark"), there was a typographical error in which Lauri Privett's name was misspelled "Lauri Previtt" and the parties to this Assignment desire to confirm that, with respect to the Trademark, Assignor is also known as Lauri Previtt and Assignor will cooperate and take all other steps and execute any other documents necessary to ensure that the Trademark and all common law rights, registrations, and goodwill therein is assigned to Assignee.

IV. In connection with the sale of the Property, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in the Intellectual Property Assets.

NOW, THEREFORE,

1. Assignor, for and in exchange for (i) the payment of the purchase price set forth in the Agreement to Seller, for which Assignor acknowledges a benefit to Assignor, and (ii) the payment of one dollar (\$1.00) to Assignor, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Intellectual Property Assets, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference.


3. Assignor hereby confirms that her name was misspelled "Lauri Previtt" in the application for the Trademark, and Assignor further agrees that she will cooperate and take all

other steps and execute any other documents necessary to ensure that the Trademark and all common law rights, registrations, and goodwill therein is assigned to Assignee.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment and Assignee has accepted such assignment as of the date first above written.

“ASSIGNOR”



Lauri Privett

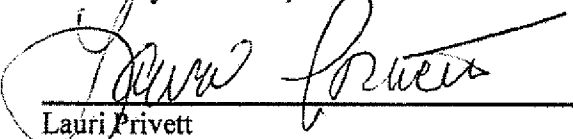
“ASSIGNEE”

WPI Acquisition Corp.

By: Seth Segel
Title: Chief Executive Officer

AGREED AND ACKNOWLEDGED BY:

Personally Delivered, LLC



Lauri Privett
Manager

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment and Assignee has accepted such assignment as of the date first above written.

"ASSIGNOR"

By: _____
Lauri Privett

"ASSIGNEE"

WPI Acquisition Corp.

By: _____
Seth Segel
Chief Executive Officer

AGREED AND ACKNOWLEDGED BY:

Personally Delivered, LLC

Lauri Privett
Manager

SCHEDULE A

Intellectual Property Assets

1. Assignor's right, title and interest in and to U.S. Trademark Registration No. 3,263,520 for the trademark PERSONALLY DELIVERED, and all associated goodwill therein;
2. Assignor's right, title and interest in and to the trade name PERSONALLY DELIVERED, if any, and all associated goodwill therein; and
3. All of Seller's right, title and interest arising under the common law in and to the trademarks, trade names or service marks PERSONALLY DELIVERED and PERSONALLY DELIVERED, LLC together with all associated goodwill therein; and
4. All of Seller's right, title and interest in and to the following domain names:

| | | |
|-------------------------------|--------|----------|
| ADULTDIAPERSHAWAII.COM | Active | 1/3/2018 |
| ADULTDIAPERSIDAHO.COM | Active | 1/3/2018 |
| ADULTDIAPERSILLINOIS.COM | Active | 1/3/2018 |
| ADULTDIAPERSINDIANA.COM | Active | 1/3/2018 |
| ADULTDIAPERSIOWA.COM | Active | 1/3/2018 |
| ADULTDIAPERSKANSAS.COM | Active | 1/3/2018 |
| ADULTDIAPERSKENTUCKY.COM | Active | 1/3/2018 |
| ADULTDIAPERSLOUISIANA.COM | Active | 1/3/2018 |
| ADULTDIAPERSMAINE.COM | Active | 1/3/2018 |
| ADULTDIAPERSMARYLAND.COM | Active | 1/3/2018 |
| ADULTDIAPERSMASSACHUSETTS.COM | Active | 1/3/2018 |
| ADULTDIAPERSMICHIGAN.COM | Active | 1/3/2018 |
| ADULTDIAPERSMINNESOTA.COM | Active | 1/3/2018 |
| ADULTDIAPERSMISSISSIPPI.COM | Active | 1/3/2018 |
| ADULTDIAPERSMONTANA.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEBRASKA.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEVADA.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEWHAMPSHIRE.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEWJERSEY.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEWMEXICO.COM | Active | 1/3/2018 |
| ADULTDIAPERSNEWYORK.COM | Active | 1/3/2018 |
| ADULTDIAPERSNORTHCAROLINA.COM | Active | 1/3/2018 |
| ADULTDIAPERSNORTHDAKOTA.COM | Active | 1/3/2018 |
| ADULTDIAPERSOHIO.COM | Active | 1/3/2018 |
| ADULTDIAPERSOKLAHOMA.COM | Active | 1/3/2018 |
| ADULTDIAPERSOREGON.COM | Active | 1/3/2018 |

| | | |
|--|--------|------------|
| ADULTDIAPERSPENNSYLVANIA.COM | Active | 1/3/2018 |
| ADULTDIAPERSRHODEISLAND.COM | Active | 1/3/2018 |
| ADULTDIAPERSSOUTHCAROLINA.COM | Active | 1/3/2018 |
| ADULTDIAPERSSOUTHDAKOTA.COM | Active | 1/3/2018 |
| ADULTDIAPERSTENNESSEE.COM | Active | 1/3/2018 |
| ADULTDIAPERSTEXAS.COM | Active | 1/3/2018 |
| ADULTDIAPERSUTAH.COM | Active | 1/3/2018 |
| ADULTDIAPERSVERMONT.COM | Active | 1/3/2018 |
| ADULTDIAPERSVIRGINIA.COM | Active | 1/3/2018 |
| ADULTDIAPERSWASHINGTON.COM | Active | 1/3/2018 |
| ADULTDIAPERSWESTVIRGINIA.COM | Active | 1/3/2018 |
| ADULTDIAPERSWISCONSIN.COM | Active | 1/3/2018 |
| ADULTDIAPERSWYOMING.COM | Active | 1/3/2018 |
| ADULTDISCOUNTDIAPERS.COM | Active | 1/14/2018 |
| ADULTPULLUPS.COM | Active | 4/22/2018 |
| BARIATRICDIAPERS.COM | Active | 1/14/2018 |
| DIAPERFORADULTS.COM | Active | 4/22/2018 |
| PERSONALLYDELIVERED.BIZ | Active | 4/22/2017 |
| PERSONALLYDELIVERED.COM | Active | 4/22/2017 |
| PERSONALLYDELIVERED.NET | Active | 4/22/2017 |
| PERSONALLYDELIVERED.US | Active | 4/22/2017 |
| PERSONALLYDELIVEREDADULTBRIEFS.COM | Active | 4/22/2018 |
| PERSONALLYDELIVEREDADULTDIAPERS.COM | Active | 4/22/2018 |
| PERSONALLYDELIVEREDADULTDIAPERS.NET | Active | 4/22/2018 |
| PERSONALLYDELIVEREDPROTECTIVEUNDERWEAR.COM | Active | 4/22/2018 |
| | Active | 8/11/2017 |
| TENA4LESS.COM | Active | 8/14/2017 |
| TENACOUPON.COM | Active | 4/22/2017 |
| TENACOUPONS.COM | Active | 4/22/2017 |
| TENAFORLESS.COM | Active | 10/11/2018 |
| XXLDIAPERS.COM | Active | |
| | | |

; and

5. All of Seller's right, title and interest in and to: www.personallydelivered.com.