

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ghostery, Inc.		01/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cliqz International GmbH i.Gr.		
Street Address:	Arabellastraße 23		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	81925		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3919502	GHOSTERY	
Registration Number:	4782915	GHOSTERY	
Registration Number:	4008435	GHOSTERY	
Registration Number:	4119174		
Registration Number:	4782916		
Registration Number:	4662213	GHOSTRANK	
CORRESPONDENCE DATA			
Fax Number:	2152992085		
<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:	2152992085		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Fox Rothschild LLP		
Address Line 2:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
ATTORNEY DOCKET NUMBER:	160549.00006		
NAME OF SUBMITTER:	Michael J. Leonard		
SIGNATURE:	/michael leonard/		
DATE SIGNED:	02/17/2017		

OP \$165.00 3919502

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Agreement*”) is effective January 20, 2017 by and between Ghostery, Inc., a Delaware corporation (“*Assignor*”), and Cliqz International GmbH i.Gr., a private company organized and existing under the laws of Germany (“*Assignee*”).

1. In connection with the Asset Purchase Agreement entered into by Assignor, Assignee, and Cliqz GmbH, a private company organized and existing under the laws of Germany (“*Assignee Parent*”) dated January 20, 2017 (the “*Asset Purchase Agreement*”), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigned and transfers to Assignee all claims, rights, title and interest Assignor has or may have throughout the world in and to the registered trademarks listed on Appendix A, together with the goodwill of the business associated therewith (the “*Trademarks*”).
2. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks.
3. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent and trademark offices) to record this Agreement and transfer 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.
4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws or public policy principles of the State of New York. Any legal action or proceeding arising out of or relating to this Agreement and the Transactions brought by any party or its successors or assigns against any other party shall be brought and determined in the federal courts of the United States in Manhattan, New York, New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York, New York state or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding.
5. This Agreement, together with the Asset Purchase Agreement, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written agreement executed by both parties. If any legal action is brought to construe or enforce any provision of this Agreement, the parties shall conduct such legal action and proceedings pursuant to Sections 6.14 and 6.15 of the Asset Purchase Agreement.

By signing below, the parties hereto agree to and execute this Agreement.

Assignor:

Ghostery, Inc.

By: 

Name: Scott Meyer

Title: Chief Executive Officer

Date: January 20, 2017

Assignee:

Cliqz International GmbH I.Gr.

By: _____

Name: Jean-Paul Schmetz

Title: Managing Director

By: _____

Name: Dr.-Ing. Marc Al-Hames

Title: Managing Director

Date: January 20, 2017

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005992 FRAME: 0059

By signing below, the parties hereto agree to and execute this Agreement.

Assignor:

Ghostery, Inc.

By: _____

Name: Scott Meyer

Title: Chief Executive Officer

Date: January 20, 2017

Assignee:

Cliqz International GmbH i.Gr.

By: _____

Name: Jean-Paul Schmetz

Title: Managing Director

By: _____

Name: Dr.-Ing. Marc Al-Hames






Title: Managing Director






Date: January 20, 2017

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005992 FRAME: 0060

APPENDIX A
TRADEMARKS

No.	Name of the Trademarks	Country	Registration #	Registration Date
1.	GHOSTERY	United States	3919502	February 15, 2011
2.	GHOSTERY	United States	4782915	July 28, 2015
3.	GHOSTERY & Ghost Design 	United States	4008435	August 9, 2011
4.	Ghost Design 	United States	4119174	March 27, 2012
5.	Ghost Design 	United States	4782916	July 28, 2015
6.	GHOSTRANK	United States	4662213	December 30, 2014
7.	GHOSTERY	Australia	1535242	July 24, 2013
8.	GHOSTERY	Australia	1248041	October 1, 2014
9.	Ghost Design 	Australia	1244498	October 1, 2014
10.	GHOSTERY	Canada	TMA889010	October 30, 2014
11.	GHOSTERY	Canada	TMA938181	May 17, 2016
12.	Ghost Design 	Canada	TMA938156	May 17, 2016
13.	GHOSTERY	European Union	10521839	Registered

				6/14/12
14.	GHOSTERY (Stylized) 	European Union	10521953	Registered 5/22/12
15.	Ghost Design 	European Union	10521896	Registered 5/22/12
16.	GHOSTERY	Japan	5583376	May 17, 2013
17.	GHOSTERY	Japan	1248041	October 1, 2014
18.	Ghost Design 	Japan	1244498	October 1, 2014
19.	GHOSTERY	Turkey	2013 10127	February 12, 2014
20.	GHOSTERY	International Registration <i>(designating protection in Australia and Japan)</i>	1248041	October 1, 2014
21.	Ghost Design 	International Registration <i>(designating protection in Australia and Japan)</i>	1244498	October 1, 2014
22.	 GHOSTERY[®]	Not registered	N/A	N/A