

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432700

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Datasphere Technologies, Inc.   |  | 05/10/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | CS Land LLC  |                       |                       |
| <b>Street Address:</b>  | 1331 L Street, NW                                  |                       |                       |
| <b>City:</b>  | Washington   |                       |                       |
| <b>State/Country:</b>   | D.C.   |                       |                       |
| <b>Postal Code:</b>   | 20005  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3576831  | LANDWATCH.COM         |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2023314308   |                       |                       |
| <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>   | 202.293.7060                                       |                       |                       |
| <b>Email:</b>   | tm@sughrue.com, vmullineaux@sughrue.com            |                       |                       |
| <b>Correspondent Name:</b>  | Jody H. Drake/Sughrue Mion, PLLC                   |                       |                       |
| <b>Address Line 1:</b>  | 2100 Pennsylvania Avenue, NW                       |                       |                       |
| <b>Address Line 2:</b>  | Suite 800  |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20037                             |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 800260/S22866                                      |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Jody H. Drake                                      |                       |                       |
| <b>SIGNATURE:</b>   | /Jody H. Drake/                                    |                       |                       |
| <b>DATE SIGNED:</b>   | 06/27/2017   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
| source=S22866_Trademark Assignment (Executed)#page1.tif   |  |                       |                       |
| source=S22866_Trademark Assignment (Executed)#page2.tif   |  |                       |                       |
| source=S22866_Trademark Assignment (Executed)#page3.tif   |  |                       |                       |
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OP \$40.00 3576831



## TRADEMARK ASSIGNMENT

THIS **TRADEMARK ASSIGNMENT** (the “**Assignment**”), dated as of May 10, 2017 (the “**Effective Date**”), by and between Datasphere Technologies, Inc., a Delaware corporation (the “**Assignor**”), and CS Land LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith, (together with the exhibits and schedules thereto, the “**Asset Purchase Agreement**”), pursuant to which Assignee is acquiring the Transferred Assets (as defined therein);

**WHEREAS**, Assignor is the owner of the trademarks and service marks, and all applications and registrations for the foregoing, set forth on **Schedule A** attached hereto, including all common law rights associated with such trademarks and service marks (the “**Assigned Marks**”); and

**WHEREAS**, Assignor and Assignee now desire to enter into this Assignment to effect the transfer and assignment to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks, pursuant to and subject to the terms and conditions of this Assignment and the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree to the foregoing and as follows:

1. **Assignment**. Effective on and as of the Effective Date, Assignor hereby irrevocably grants, conveys, assigns and transfers unto the said Assignee, Assignor’s entire right, title, and interest in and to the Assigned Marks, together with (i) the goodwill associated therewith or symbolized thereby and (ii) all claims for all rights to sue at law or in equity for all claims arising out of or related to any past, present or future infringement, misappropriation or violation thereof.
2. **Transfer of Control of Assigned Marks; Authorization to Record**. Assignor further authorizes Assignee, the Commissioner of Patents and Trademarks of the United States of America and the authorized persons of other foreign government offices to record this Assignment and thereby vest record ownership of the Assigned Marks in the name of Assignee. Assignor will cooperate with Assignee in executing and/or filing documents with the PTO to record this Assignment with the PTO.
3. **Counterparts**. This Assignment may be executed in any number of counterparts (which may be by facsimile or “PDF” format), each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
4. **Further Assurances**. Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, instruments, conveyances and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.
5. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

6. **Successors and Assigns.** All of the terms and provisions of this Assignment shall be binding upon Assignor and its permitted successors and assigns and shall inure to the benefit of Assignee and its permitted successors and assigns.

7. **Order of Precedence.** This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Marks from Assignor to Assignee as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Marks, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

8. **Third Parties.** Nothing in this Assignment, express or implied, is intended to confer upon any third party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. **Entire Agreement, Amendment and Waivers.** This Assignment, together with any schedules attached thereto, constitute the entire agreement of the Parties with respect to the subject matter of this Assignment, and supersede all other prior and contemporaneous commitments, arrangements, agreements and/or understandings, both oral and written, among the Parties with respect to the subject matter hereof. No waiver, amendment, modification or change of any provision of this Assignment shall be effective unless and until made in writing and signed by Assignor and Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Assignment, or caused this Assignment to be executed by their respective duly authorized officers, on and as of the Effective Date.

**ASSIGNOR:**

**Datasphere Technologies, Inc.,**  
A Delaware corporation

By:   
Name: Tim O'Neil  
Title: Chief Financial Officer

**ASSIGNEE:**

**CS Land LLC,**  
a Delaware limited liability company

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

IN WITNESS WHEREOF, the Parties have executed this Assignment, or caused this Assignment to be executed by their respective duly authorized officers, on and as of the Effective Date.


**ASSIGNOR:**

Datasphere Technologies, Inc.,  
A Delaware corporation

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

**ASSIGNEE:**

CS Land LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Eric Brodnax  
Title: President

**SCHEDULE A**  
**Assigned Marks**

| <b>Trademark</b> | <b>Status</b> | <b>Jurisdiction</b> | <b>Trademark Number</b> | <b>Register Date</b> | <b>Registered Owner</b>       | <b>Action</b>                 |
|------------------|---------------|---------------------|-------------------------|----------------------|-------------------------------|-------------------------------|
| LANDWATCH.COM    | Registered    | US                  | 3576831                 | 17-Feb-09            | Datasphere Technologies, Inc. | 10th year Renewal Due 2/17/19 |