

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HeartThis, Inc.		09/25/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OpenSky Project, Inc.		
Street Address:	152 W. 25th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4573703	HEART THIS	
CORRESPONDENCE DATA			
Fax Number:	6173957019		
<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:	6173957019		
Email:	alhtrademarks@lalaw.com		
Correspondent Name:	Ann Lamport Hammitte		
Address Line 1:	One Main Street		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
NAME OF SUBMITTER:	Ann Lamport Hammitte		
SIGNATURE:	//alh//		
DATE SIGNED:	06/29/2017		
Total Attachments: 5			
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**ASSET PURCHASE AND INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT**

This Asset Purchase and Intellectual Property Assignment Agreement ("**Agreement**") is entered as of September 25, 2015 ("**Effective Date**"), by and between OpenSky Project, Inc., with offices at 18 W. 18th St., 9th Floor, New York, NY 10011 ("**Company**"), and HeartThis, Inc., with offices at 673 Brannan Street #207, San Francisco, CA 94107 ("**Assignor**").

WHEREAS, Assignor owns certain Assets (as defined below); and

WHEREAS, Assignor desires to sell, and Company desires to purchase, all of Assignor's right, title and interest in and to the Assets (as defined below), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PURCHASE AND SALE.

(a) Transfer and Assignment of Assets. Subject to the provisions of this Agreement, Assignor agrees to and does hereby assign, transfer and convey to Company, exclusively throughout the world, all rights, title and interest (whether or not now existing) in and to the Assets, including without limitation the rights to create (or cause to be created) derivative works thereof, in any and all forms and media whether now known or yet to be discovered. No rights in the Assets shall be retained by Assignor, nor shall any rights revert to Assignor in the future, including, without limitation, any rights to use or exploit the customer email list described in Section 1(a)(iii) or any other Assets set forth below. Assignor will promptly deliver all Assets to Company (including, without limitation, all documents, files and information related thereto). The "**Assets**" comprise of the following:

(i) the name and trademark (both word and design marks) "Heart This," U.S. Patent and Trademark Office Registration Number 4573703;

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

[REDACTED]

(v) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in any of the foregoing;

(vi) all precursors, portions, and works in progress with respect to the foregoing and all inventions, research, plans, documents, scripts, recordings, works of authorship, technology, information, know-how, content and materials relating thereto or to the development, production, use, support or maintenance thereof; and

(vii) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future infringement of any of the foregoing.

(b) No Assumption of Liabilities. Company shall not, by the execution, delivery and performance of this Agreement or otherwise, assume or otherwise be responsible for any liability or obligation of any nature of Assignor or related to the Excluded Assets, or claims of any such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the Effective Date (the "**Excluded Liabilities**"). For clarity, as between Company and Assignor, Company shall assume and be responsible for liabilities and obligations (collectively, "**Liabilities**") related to the Assets that arise following, but not prior to, the Effective Date.

(c) Transitional Services. After completion of the assignment of the Assets to Company under this Section 1, Assignor shall assist Company with the transition and onboarding of the Assets.

[REDACTED]

2. CONSIDERATION. As the sole consideration for the rights and assignments granted herein, Company shall pay to [REDACTED] which Company shall remit to Assignor within five (5) days following the return of this signed Agreement.

3. FURTHER ASSURANCES.

(a) Further Assurances. Assignor agrees to assist Company in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain and defend the assigned rights. If

Company is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Section 3(a), Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

(b) Moral Rights. To the extent allowed by applicable law, the assignment set forth in Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like (collectively, "**Moral Rights**"). To the extent Assignor retains any Moral Rights under applicable law, Assignor hereby ratifies and consents, and hereby provides all necessary ratifications and consents, to any action that may be taken with respect to such Moral Rights by or authorized by Company, and Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratification, consent or agreement from time to time as requested by Company.

(c) No Registrations. Assignor shall not register, attempt to register, obtain, or use any copyright, domain name, trade mark, service mark or trade name that is included in or similar to the Assets anywhere in the world.

4. REPRESENTATIONS AND WARRANTIES.

(a) Assignor Representations and Warranties. Assignor represents, warrants, and covenants to Company that (i) Assignor is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, United States; (ii) Assignor has full power and authority to enter into this Agreement and the transactions contemplated hereby; (iii) Assignor is the sole owner (other than Company) of all rights, title and interest in and to the Assets; (iv) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered any Assets or agreed to do so and will not do so in the future; (v) Assignor has full power and authority to enter into this Agreement and to make the assignments provided in Section 1; (vi) none of the Assets does or will violate, infringe or misappropriate any third party's intellectual property rights, publicity or privacy rights, rights against defamation, or other proprietary rights; (vii) there are no questions or challenges with respect to the validity of any existing intellectual property relating to the Assets; and (viii) as of the Effective Date, Assignor knows of no Liabilities related to or arising out of the Assets.

(b) Company Representations and Warranties. Company represents and warrants to Assignor that (i) Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, United States; and (ii) Company has full power and authority to enter into this Agreement and the transactions contemplated hereby.

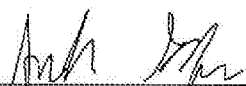
5. INDEMNIFICATION. Assignor agrees to indemnify, defend and hold harmless Company and Company's officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to any breach of any warranty, representation or covenant made by Assignor in this Agreement.


6. MISCELLANEOUS. The parties hereto expressly understand and agree that the parties are independent contractors in the performance of each and every part of this Agreement. Each party will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement. This Agreement is not assignable or transferable by Assignor without the prior written consent of Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designate by ten (10) days' written notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. The terms of this Agreement are confidential to Company and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Assignor without Company's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a duly authorized representative of each party. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement with effect as of the Effective Date.

HEARTTHIS, INC., ASSIGNOR

**OPENSKY PROJECT, INC.,
COMPANY**

By: 

By: 

Print Name: Andrew Gadson

Print Name: John Cayan

Title: President & CEO

Title: CEO

Signature Page to Asset Purchase and Intellectual Property Assignment Agreement