

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Data Group, Inc.		07/19/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Motivation Factor		
Street Address:	Fruebjergvej 3		
City:	Copenhagen		
State/Country:	DENMARK		
Postal Code:	DK-2100		
Entity Type:	Corporation: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4467474	MOTIVIZION	
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>			
Email:	trademark_docket@idg.com		
Correspondent Name:	International Data Group, Inc.		
Address Line 1:	5 Speen Street		
Address Line 4:	Framingham, MASSACHUSETTS 01701		
NAME OF SUBMITTER:	Kevin C. Krull		
SIGNATURE:	/Kevin C Krull/		
DATE SIGNED:	08/28/2017		
Total Attachments: 4			
source=Motivizion_Agreement_IDG_signed_Redacted#page1.tif			
source=Motivizion_Agreement_IDG_signed_Redacted#page2.tif			
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DOMAIN SALE AND TRANSFER AGREEMENT

This Agreement ("Agreement") is entered into this 19th day of July, 2017 between International Data Group, Inc., with offices at 5 Speen Street, Framingham, MA 01701 ("Seller") and Motivation Factor ("Buyer") whose address is Fruebjergvej 3, DK-2100 Copenhagen. Buyer and Seller are sometimes referred to collectively as "Parties" and individually as "Party".

Whereas, the Seller is the sole and exclusive owner of the domain name Motivizion.com ("Domain Name"), and

Whereas, the Seller is willing to sell and the Buyer is willing to purchase the Domain Name and the Assets Purchased (as defined below).

Now therefore in accordance with the terms of this Agreement the Seller and the Buyer agree as follows:

1. Consideration

The full amount of the consideration for the purchase of the Domain Name is:

- a. Upon execution of this Agreement, the Buyer will pay the Seller the sum of [REDACTED], (the "Consideration") and upon confirmation of the receipt of the Consideration, the Seller will transfer the Domain Name and the assets defined below to the Buyer.

2. Assets Purchased

Seller does hereby sell, assign, and transfer to Buyer all of its rights, title, and interest in the following:

- a. The Domain Name including all legal and equitable rights, title, interests and all rights and privileges pertaining thereto.
- b. The trademark (set forth in Exhibit A) rights together with any good will. The Seller has executed the Trademark Assignment attached hereto as Exhibit A.

Collectively paragraph 2(a) to (b) above are known as the Assets Purchased ("Assets Purchased").

3. Performance by Seller

Seller further agrees as follows:

Upon receipt of the Consideration, the Seller will transfer the Assets Purchased to the Buyer via escrow.com.

4. Representations and Warranties

Seller hereby Represents and Warrants to Buyer as follows:

- a. Seller is the owner of the Domain Name and the Assets Purchased and may sell the asset without the consent of any third party.
- b. Seller has taken all legal action required to sell and transfer the Domain Name and the Assets Purchased and to enter into this Agreement. No further consents are required to enter into and complete this Agreement, or to make this Agreement legally binding by Seller.
- c. Seller is a corporation formed in Massachusetts and is in good standing in the state where it was organized.

- d. SELLER MAKES NO OTHER REPRESENTATION AND WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS AND WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer hereby Represents and Warrants to Seller as follows:


- a. Buyer has taken all legal action required to enter into this Agreement.
- b. Buyer will pay all of its legal fees related to this transaction.

5. Other

- a. This agreement is binding upon the Seller and its successors and the Buyer and the successors and assigns of the Buyer.
- b. There are no other agreements between the parties except this Agreement and any change to this Agreement must be in writing signed by both the Seller and the Buyer. Electronic signatures will be deemed to be originals.
- c. Buyer and Seller agree that with regard to any claims, breaches of this agreement or any other legal actions of any kind concerning this agreement the Seller and Buyer irrevocably agree to exclusive jurisdiction in the Federal and State Courts in the Commonwealth of Massachusetts located in Boston, Massachusetts USA.
- d. Notice to the Parties shall be made by overnight courier service addressed to the Buyer or Seller at the address set forth in this Agreement. Notice will be deemed received upon delivery to the Buyer or Seller.

Agreed to by the Seller and the Buyer on the date written in the first paragraph of this Agreement.

Seller:



Kevin C. Krull
Vice President of Business Operations
& General Counsel
International Data Group, Inc.

Date:

JULY 17, 2017

Buyer:



Motivation Factor
Name: Karsten Bundgaard
Title: CEO and Partner

Date:

2/8 2017.

Exhibit A

TRADEMARK ASSIGNMENT

WHEREAS, International Data Group, Inc. with an office at 5 Speen Street, Framingham, MA 01701 referred to herein as "Assignor", is the owner of the Trademark set forth on Schedule 1 attached.

WHEREAS, Motivation Factor, with an office at Fruebjergvej 3, DK-2100 Copenhagen ("Assignee") is desirous of acquiring said mark in Schedule 1 attached.

THEREFORE, BE IT KNOWN that for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and by these presents does hereby sell, assign, and transfer unto the said Assignee its successors or assigns, the entire right, title, and interest in and to the said Trademark, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.

Dated: July 19, 2017

Assignor:



Kevin C. Krull
Vice President of Business Operations
& General Counsel
International Data Group, Inc.

Schedule 1

The Following Registered Trademark:

United States Trademark

Registration Number

Register

MOTIVIZION

4467474

Principal