

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPENMAIL LLC		08/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SYSTEM1, LLC		
Street Address:	10400 NE 4TH STREET		
Internal Address:	SUITE 500		
City:	BELLEVUE		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4717828	OPENMAIL	
Serial Number:	87423393	SYSTEM1	
Serial Number:	87423392	SYSTEM1	
Serial Number:	87423386	SYSTEM1	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	056474-0		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/19/2017		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 22, 2017 (the "Effective Date"), by and between OpenMail LLC, a Delaware limited liability company ("Assignor") and System1, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the "Trademarks"); and

B. Assignor and Assignee have entered into that certain Contribution and Assumption Agreement, dated as of August 22, 2017 (the "Contribution Agreement") pursuant to which Assignor has contributed, assigned, transferred, conveyed and delivered to Assignee certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Contribution Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Contribution Agreement.
2. Assignment. Assignor confirms to have contributed, assigned, transferred, conveyed and delivered and hereby assigns, transfers, conveys and delivers to, Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor's business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to

and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignor's own expense, to effect the terms of this Assignment.

4. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

5. Terms of the Contribution Agreement. Assignor and Assignee each acknowledge and agree that the representations, warranties and agreements contained in the Contribution Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment is governed by and shall be construed in accordance with the Laws of the Delaware, excluding any conflict of laws rule or principle that would refer the governance or the construction of this Assignment to the Laws of another jurisdiction.

8. Consent to Jurisdiction; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located in the State of Delaware for the purposes of any Action arising out of this Assignment or any transaction contemplated hereby, and agrees to commence any such Action only in such courts. Each party hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such Action. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any Action arising out of this Assignment or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE

ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9. Amendment and Waiver. No amendment of this Assignment will be effective unless it is in writing and signed by each party. No waiver of any provision of this Assignment will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other provision of this Assignment.

10. Captions. All captions contained in this Assignment are for convenience of reference only, do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment.

11. Severability. If any provision of this Assignment is held invalid, illegal or unenforceable in any jurisdiction, the remainder of this Assignment, or application of that provision to any Persons or circumstances, or in any jurisdiction, other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by Law.

12. Entire Agreement. This Assignment, together with the Contribution Agreement, constitute the final agreement between the parties and are the complete and exclusive expression of the parties' agreement on the subject matter of this Assignment. This Assignment supersedes all prior oral or written agreements or policies relating to this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance.

13. Counterparts. This Assignment may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. This Assignment may be executed by facsimile or email signatures or other electronic form of transfer.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

OPENMAIL LLC

By: Michael L. Blalock
Name: Michael L. Blalock
Title: President

ASSIGNEE:

SYSTEM1, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

OPENMAIL LLC

By: _____
Name:
Title:

ASSIGNEE:

SYSTEM1, LLC

By: Michael L. Blum
Name: Michael L. Blum
Title: Manager

EXHIBIT A

Mark	Country	Owner	Owner of Record	Class	App Date	App No.	Reg. Date	Reg. No.	Status
OPENMAIL	United States	OpenMail LLC	OpenMail LLC	042	2/10/2014	86189450	4/7/2015	4717828	Registered
SYSTEMI	United States	OpenMail LLC	OpenMail LLC	042	4/27/2017	87423393			Intent to Use Application
SYSTEMI	United States	OpenMail LLC	OpenMail LLC	035	4/27/2017	87423392			Intent to Use Application
SYSTEMI	United States	OpenMail LLC	OpenMail LLC	009	4/27/2017	87423386			Intent to Use Application