

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447917

<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>
Rightside Operating Co.		10/13/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	System1, LLC		
<b>Street Address:</b>	10400 NE 4th St		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4301379	HOTKEYS	
<b>Registration Number:</b>	4398732	HOTKEYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067492006		
<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>	206.447.8925		
<b>Email:</b>	nancy.stephens@foster.com		
<b>Correspondent Name:</b>	Nancy V. Stephens, Foster Pepper PLLC		
<b>Address Line 1:</b>	1111 Third Avenue, Suite 3000		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	221494-1		
<b>NAME OF SUBMITTER:</b>	Nancy V. Stephens		
<b>SIGNATURE:</b>	/Nancy V. Stephens/		
<b>DATE SIGNED:</b>	10/19/2017		
<b>Total Attachments: 6</b>			
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source=Exhibit D - Hotkeys Trademark Assignment Agreement (Signed) (2)#page3.tif			

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source=Exhibit D - Hotkeys Trademark Assignment Agreement (Signed) (2)#page6.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 13, 2017 (the "Effective Date"), by and between Rightside Operating Co., a Delaware corporation ("Assignor") and System1, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

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

WHEREAS, Assignor's subsidiary Hot Media, Inc. ("Hot Media") and Assignee have entered into that certain Asset Purchase Agreement dated as of October 13, 2017 (the "Purchase Agreement") pursuant to which Hot Media has agreed, and Assignor hereby agrees, to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor certain specified assets, including the Trademarks.

### AGREEMENT

NOW, THEREFORE, in accordance with the Purchase 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:

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under, the Trademarks, together with that portion of Assignor and Hot Media'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 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 Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties and agreements contained in the Purchase 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 Purchase Agreement, the terms of the Purchase Agreement shall control.

6. Burden and Benefit. This Assignment shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment (and any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

8. Amendment or Modification. This Assignment may not be amended except in an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby.

9. Waiver. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any party in exercising any right, power or privilege under this Assignment or the documents referred to in this Assignment shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

10. Titles. The titles, captions or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

11. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the greatest extent possible.

12. Entire Agreement. This Assignment, including the Exhibits hereto, together with the Purchase Agreement, constitute the entire agreement and understanding of the parties hereto concerning the subject matter hereof, and supersede all other prior covenants, agreements (including letters of intent), undertakings, obligations, promises, arrangements, communications, representations and warranties, whether oral or written, by any party hereto or by any director, officer, manager, employee, agent, Affiliate or Representative of any party hereto.

13. Execution and Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Assignment shall be legally binding upon the electronic transmission, including by facsimile or email, by each party of a signed signature page to this Assignment to the other party.

*[Signature page follows]*

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

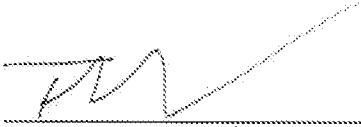
**ASSIGNOR:**

**RIGHTSIDE OPERATING CO.**

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

**ASSIGNEE:**

**SYSTEM1 LLC**

By:  \_\_\_\_\_  
Name: TRIVESH (K10AMB)  
Title: CFO

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

**ASSIGNOR:**

**RIGHTSIDE OPERATING CO.**

By: David Rostov  
Name: David Rostov  
Title: Treasurer & VP

**ASSIGNEE:**

**SYSTEM1 LLC**

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

**EXHIBIT A**

Mark Name	Mark Type	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
<b>HOTKEYS</b>	Standard Character Mark	United States	42	Registered	85685700	July 24, 2012	4301379	March 12, 2013	
<b>HOTKEYS</b>	Standard Character Mark	United States	35	Registered	85685691	July 24, 2012	4398732	September 10, 2013	

**TRADEMARK**

**REEL: 006186 FRAME: 0339**

**RECORDED: 10/19/2017**