

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veri, Inc.		09/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	XO Group Inc.		
Street Address:	195 BROADWAY, 25TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87535370	VERI	
CORRESPONDENCE DATA			
Fax Number:	2122198555		
<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:	2122198555		
Email:	legal@xogrp.com		
Correspondent Name:	Matithyohu Balas		
Address Line 1:	195 BROADWAY, 25TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10007		
NAME OF SUBMITTER:	Matithyohu Balas		
SIGNATURE:	/Matithyohu Balas/		
DATE SIGNED:	10/23/2017		
Total Attachments: 7			
source=Veri - IP Assignment Agreement (w CORRECTED Schedule B) - Oct-11-17#page1.tif			
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OP \$40.00 87535370

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “*Assignment*”) is made and entered into as of September 15, 2017, by and between (i) **XO GROUP INC.**, a Delaware corporation (the “*Assignee*”) and (ii) **VERI, INC.**, a Delaware corporation (the “*Assignor*”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and between the Assignee, as the Buyer, the Assignor, as the Seller, and the other parties thereto (the “*Purchase Agreement*”).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to the Purchase Agreement, pursuant to which the Assignor has agreed to assign to Assignee the Intellectual Property owned, purported to be owned or licensed by the Assignor to Assignee, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and Assignee hereby agree as follows:

1. Sale, Transfer, Assignment, Delivery and Conveyance. The Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby purchase, acquire and accept from the Assignor, all of the Assignor’s rights, title and interest, throughout the world, in, to and under certain Intellectual Property owned, purported to be owned or licensed by the Assignor, including without limitation (i) all of the Assignor’s Intellectual Property in and related to the Business (except for any Intellectual Property which is an Excluded Asset), (ii) the patent application identified on **Schedule A** hereto, (iii) the trademark application identified on **Schedule B** hereto, and (iv) the domain name identified on **Schedule C** hereto, together with all rights of action and defenses accrued, accruing and to accrue in respect of such Intellectual Property, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Assignor in all matters related to all of the foregoing (collectively, the “*Assigned IP*”), in each case free and clear of any Liens (other than Permitted Liens). The Assignor hereby waives any moral rights, or rights equivalent thereto, that the Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, the Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee as the true and lawful agent and attorney-in-fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time to institute and prosecute, in the name of the Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee’s rights in the Assigned IP, which appointment is coupled with an interest. Without limitation of the foregoing, the Assignor agrees to execute, without cost to Assignee, any and all documents deemed necessary by Assignee to obtain and enforce copyrights, patents,

trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and generally do everything reasonably required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Further Assurances. The Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

6. Entire Agreement. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify or alter the rights of the Assignor or the Assignee under the Purchase Agreement. This Assignment is made solely for the purpose of separately evidencing and effectuating certain of the Transactions and, in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

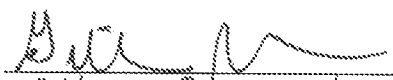
7. Miscellaneous. This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

XO GROUP INC.

By: 
Name: Gillian Munson
Title: CEO

ASSIGNOR:

VERI, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

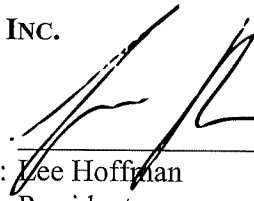
ASSIGNEE:

XO GROUP INC.

By: _____
Name:
Title:

ASSIGNOR:

VERI, INC.

By:  _____
Name: Lee Hoffman
Title: President

SCHEDULE A

Patent Application

Application Serial No.: 62/479,790

Filing Date: March 31, 2017

Assignment Recordation Date: August 30, 2017

Reel/Frame No.: 043446/0563

Title: METHODS AND APPARATUS FOR DYNAMIC LOCATION-BASED MEDIA
BROADCASTING

SCHEDULE B

Trademark Application

Trademark application for Veri mark filed on July 20, 2017 with USPTO (Serial number 87535370)

SCHEDULE C

Domain Name

www.veri.com