

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448348

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| cruz bay publishing inc.  |  | 07/12/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | luvbyrd llc  |                       |                       |
| <b>Street Address:</b>  | 700 Colorado Blvd STE 616                          |                       |                       |
| <b>City:</b>  | Denver   |                       |                       |
| <b>State/Country:</b>   | COLORADO   |                       |                       |
| <b>Postal Code:</b>   | 80206  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: NEW MEXICO              |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 85893742   | YONDER                |                       |
| <b>Serial Number:</b>   | 86761096   | YONDER                |                       |
| <b>Serial Number:</b>   | 77560879   | YONDER                |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 9703661787   |                       |                       |
| <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>   | 9703661787   |                       |                       |
| <b>Email:</b>   | mike@luvbyrd.com                                   |                       |                       |
| <b>Correspondent Name:</b>  | Mike Keshian                                       |                       |                       |
| <b>Address Line 1:</b>  | 700 colorado blvd. #616                            |                       |                       |
| <b>Address Line 4:</b>  | Denver, COLORADO 80206                             |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Michael Keshian                                    |                       |                       |
| <b>SIGNATURE:</b>   | /Michael Keshian/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 10/24/2017   |                       |                       |
| <b>Total Attachments: 9</b>   |  |                       |                       |
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**TRADEMARK ASSIGNMENT**

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation ("Assignor"), is the owner of and has adopted and used those trademarks listed on Schedule A hereto (all such marks being the "Trademarks"); and

WHEREAS, LuvByrd, LLC, a KY VA limited liability company, with offices at 700 Colorado Blvd., #616, Denver, CO 80206 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks, in the United States of America and all other countries and jurisdictions of the world.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Trademarks.

Executed on the 12 day of July, 2017.

CRUZ BAY PUBLISHING, INC.

By: 

Name: Jonathan Dorn

Its: Senior Vice President

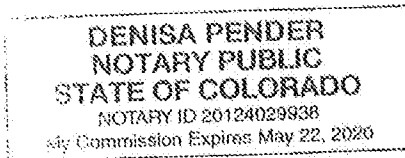
[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of Colorado )  
City/County of Denver )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 26 day of June, 2017, by Michael Keshian, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Chief Executive Officer of LuvByrd, LLC, a NM limited liability company, on behalf of such company.

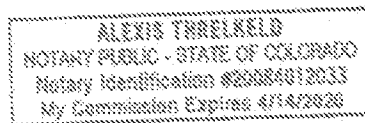
Denisa Pender  
Denisa Pender, Notary Public  
Notary registration number: 20171129938  
My commission expires: 05/22/2020



State of Colorado )  
County of Boulder )

The foregoing instrument was acknowledged before me on this 12 day of July, 2017, by Jonathan Dorn, the Senior Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

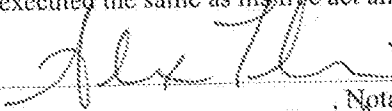
Alexis Threlkeld  
Alexis Threlkeld, Notary Public  
County, State of Colorado  
My commission expires: 4/14/2020  
Acting in the County of Boulder

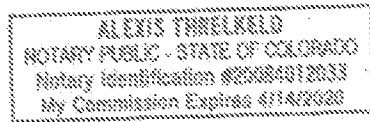


ACKNOWLEDGEMENT

State of Colorado )  
County of Boulder )

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2017, by Jonathan Dorn, the Senior Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

  
\_\_\_\_\_, Notary Public  
County, State of Colorado  
My commission expires: 4/14/2020  
Acting in the County of Boulder



## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), by and between LuvByrd, LLC, a NM limited liability company ("Assignee"), and Cruz Bay Publishing, Inc., a Delaware corporation ("Assignor"), is dated and effective as of March 31, 2017 (the "Effective Date").

### RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of March 13, 2017, by and between the Assignee and the Assignor (the "Purchase Agreement"), the Assignee acquired certain assets and liabilities of the Assignor (the "Acquisition"); and

WHEREAS, the Assignor is the owner of and has adopted and used or intended to use those trademarks, registered trademarks and/or trademark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of the internet domain names (the "Domain Names") as set forth on Exhibit B attached hereto; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Domain Names from Assignor as part of the Acquisition; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks and the Domain Names.

NOW, THEREFORE, Assignor and the Assignee hereby agree as follows:

1. For and in consideration of the agreements set forth herein and in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks and the Domain Names.
2. Concurrent with the execution and delivery of this Assignment, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.
3. Immediately upon execution of this Assignment, Assignor shall cease all use of the Trademarks and the Domain Names, except to the extent necessary to fulfill its obligations under the Purchase Agreement or this Assignment.
4. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of the Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Assignment. No modifications, change or waiver of any of the provision of this Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto  
as of the date first written above.

**ASSIGNEE:**

LUVBYRD, LLC

By: Michael Keshian  
Name: Michael Keshian  
Its: Chief Executive Officer

**ASSIGNOR:**

CRUZ BAY PUBLISHING, INC.

By: Jonathan Dorn  
Name: Jonathan Dorn  
Its: Senior Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

**EXHIBIT A**  
**TRADEMARK REGISTRATIONS**

| TRADEMARK | OWNER OF MARK | STATUS    | APP. NUMBER / DATE    | REG. NUMBER | COUNTRY            | REG. DATE |
|-----------|---------------|-----------|-----------------------|-------------|--------------------|-----------|
| YONDER    | Assignor      | Published | 1601035<br>01/14/14   | N/A         | Australia          | N/A       |
| YONDER    | Assignor      | Active    | 1645970<br>10/02/13   | TMA 920097  | Canada             | 11/12/15  |
| YONDER    | Assignor      | Active    | 012535472<br>01/27/14 | 012535472   | European Community | 06/20/14  |
| YONDER    | Assignor      | Active    | 77/560879<br>09/02/08 | 3652538     | United States      | 07/07/09  |
| YONDER    | Assignor      | Active    | 85/893742<br>04/03/13 | 4653620     | United States      | 12/09/14  |
| YONDER    | Assignor      | Active    | 86/761096<br>09/18/15 | N/A         | United States      | N/A       |



**EXHIBIT B**

**DOMAIN NAMES**

**Go Daddy**  
Yonderapp.com  
Yondr.net  
Yondr.org  
Yondr.com

**101Domains**

Yonder.it  
Yondr.it:

EXHIBIT C  
TRADEMARK ASSIGNMENT

[See Attached]

**SCHEDULE A**  
**Registrations**

| TRADEMARK | OWNER OF MARK | STATUS    | APP. NUMBER / DATE    | REG. NUMBER | COUNTRY            | REG. DATE |
|-----------|---------------|-----------|-----------------------|-------------|--------------------|-----------|
| YONDER    | Assignor      | Published | 1601035<br>01/14/14   | N/A         | Australia          | N/A       |
| YONDER    | Assignor      | Active    | 1645970<br>10/02/13   | TMA 920097  | Canada             | 11/12/15  |
| YONDER    | Assignor      | Active    | 012535472<br>01/27/14 | 012535472   | European Community | 06/20/14  |
| YONDER    | Assignor      | Active    | 77/560879<br>09/02/08 | 3652538     | United States      | 07/07/09  |
| YONDER    | Assignor      | Active    | 85/893742<br>04/03/13 | 4653620     | United States      | 12/09/14  |
| YONDER    | Assignor      | Active    | 86/761096<br>09/18/15 | N/A         | United States      | N/A       |

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