

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earth Networks, Inc.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Whisker Labs, Inc.		
Street Address:	12410 Milestone Center Drive		
Internal Address:	Suite 300		
City:	Germantown		
State/Country:	MARYLAND		
Postal Code:	20876		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4251333	E5	
Registration Number:	4295824	E5	
Registration Number:	4704876		
Registration Number:	5272348	CONNECTED SAVINGS	
Registration Number:	5254926	CONNECTED SAVINGS	
Registration Number:	5392559	CONNECTED SAVINGS INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	2023729599		
<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:	202-372-9600		
Email:	tm-dept@quarles.com		
Correspondent Name:	Jonathan Hudis		
Address Line 1:	1701 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Jonathan Hudis		
SIGNATURE:	/Jonathan Hudis/		
DATE SIGNED:	02/08/2018		

CH \$165.00 4251333

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of August 31, 2017 (this "**Trademark Assignment**"), is made by and between Earth Networks, Inc., a Delaware corporation (the "**Assignor**") and Whisker Labs, Inc., a Delaware corporation (the "**Assignee**"). Capitalized terms used but not defined in this Trademark Assignment shall have the respective meanings ascribed to them in the Separation Agreement, dated as of the date hereof, between the Assignee and the Assignor (the "**Separation Agreement**").

WHEREAS, pursuant to and on the terms and conditions set forth in the Separation Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to (a) all registered trademarks and pending trademark applications identified on Schedule A ("**Scheduled Trademarks**"), (b) the right to recover for past, present or future infringement of any of the foregoing, and (c) all of the goodwill associated with the Scheduled Trademarks (all of the foregoing in clauses (a), (b) and (c), the "**Transferred Trademark Rights**"); and

WHEREAS, the Assignee desires to acquire all such right, title and interest in and to the Transferred Trademark Rights.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Separation Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby assigns to the Assignee, and Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Transferred Trademark Rights.

2. The Assignor agrees to execute all necessary documents and to do all acts reasonably necessary to vest and confirm in the Assignee, its successors and assigns, the legal title to all the Transferred Trademark Rights, without further compensation but at the expense of the Assignee or its successors and assigns.

3. The Assignor does hereby authorize and request the Commissioner for Trademarks in the United States Patent and Trademark and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record and register this Trademark Assignment to the Assignee, its successors and assigns, (b) record the Assignee, its successors and assigns as the assignee and owner of the Transferred Trademark Rights, and (c) issue any and all trademarks or service marks that may be granted upon any of the Transferred Trademark Rights in the name of Assignee, its successors and assigns, as the assignee to the entire interest therein.

4. Neither the representations and warranties nor the rights, remedies or obligations of the parties under the Separation Agreement shall be deemed to be enlarged, modified or altered in any way by this Trademark Assignment, and the Assignor is not making any representations or warranties of any kind whatsoever by virtue of, and shall have no liability under, this Trademark Assignment. This Trademark Assignment is subject in all respects to the terms and conditions of the Separation Agreement, and in the event of any conflict between this Trademark Assignment and the Separation Agreement, the terms of the Separation Agreement shall govern and control.

EXECUTION VERSION

5. This Trademark Assignment and any claims arising hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original but both of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. This Trademark Assignment may be executed and delivered by facsimile or .pdf transmission.

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EXECUTION VERSION


IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

EARTH NETWORKS, INC.

WHISKER LABS, INC.

By: 

By: 



Name: Richard M. Spaulding

Name: Robert S. Marshall

Title: President and Chief Executive Officer

Title: President and Chief Executive Officer

SCHEDULE A

	Trademark	Reg. No. / Reg. Date	Application No./ Filing Date	Owner
1.		TBD	87/456788 filed on 05/19/17	Whisker Labs
2.	WHISKERLABS	TBD	87/456782 filed on 05/19/17	Whisker Labs
3.	E5	4251333 registered 11/27/12	85/463540 filed on 11/03/11	Earth Networks
4.		4295824 registered 02/26/13	85/741669 filed on 09/28/12	Earth Networks
5.		4704876 registered 03/17/15	86/130034 filed on 11/26/13	Earth Networks
6.	CONNECTED SAVINGS	TBD	87/043552 filed on 05/19/16	Earth Networks
7.		TBD	87/245488 filed on 11/22/16	Earth Networks

	Trademark	Reg. No. / Reg. Date	Application No./ Filing Date	Owner
8.	CONNECTED SAVINGS INTELLIGENCE	TBD	87/158940 filed on 09/01/16	Earth Networks
9.	ELLI	TBD	87/238468 filed on 11/16/16	Earth Networks