

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StreetWise Maps, Inc.		08/15/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Michelin North America, Inc.		
Street Address:	One Parkway South		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3337659		
Registration Number:	2928735	STREETWISE	
Registration Number:	2428988		
Registration Number:	2407427		
Registration Number:	2293733		
Registration Number:	2233140	STREETWISE	
Registration Number:	1489324	ARTWISE	
Registration Number:	1421025	TRANSITWISE	
Registration Number:	1333219	STREETWISE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	christina.harris@wbd-us.com		
Correspondent Name:	Michelin North America, Inc.		
Address Line 1:	One Parkway South		
Address Line 4:	Greenville, SOUTH CAROLINA 29615		
ATTORNEY DOCKET NUMBER:	100391.2.5		
NAME OF SUBMITTER:	Emily Whittaker		

CH \$240.00 3337659

SIGNATURE:	/Emily Whittaker/
DATE SIGNED:	05/21/2018
Total Attachments: 7 source=Assignment - StreetWise to Michelin#page1.tif source=Assignment - StreetWise to Michelin#page2.tif source=Assignment - StreetWise to Michelin#page3.tif source=Assignment - StreetWise to Michelin#page4.tif source=Assignment - StreetWise to Michelin#page5.tif source=Assignment - StreetWise to Michelin#page6.tif source=Assignment - StreetWise to Michelin#page7.tif	

ASSET PURCHASE AGREEMENT

by and among

MICHELIN NORTH AMERICA, INC.,
as Purchaser

STREETWISE MAPS, INC.,
as Company

and

MICHAEL E. BROWN,
as Owner

August 15, 2017

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into as of August ____, 2017, by and between Streetwise Maps, Inc., a Florida corporation (the "Assignor"), and Michelin North America, Inc., a New York corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title, and interest in and to the trademarks and related trademark registrations identified on Exhibit A attached hereto (the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark(s) to Assignee;

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

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims, and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

Assignor:

Streetwise Maps, Inc.

By: 

Name: Michael E. Brown

Title: President

Assignee:

Michelin North America, Inc.

By: _____

Name: _____

Title: _____




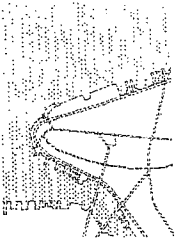

[Signature page to Assignment of Trademarks]

TRADEMARK
REEL: 006334 FRAME: 0111

EXHIBIT A
TRADEMARKS

[See attached]

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Status</u>
	3,337,659	U.S.	Live
	2,928,735	U.S.	Live
	2,428,988	U.S.	Live
	2,407,427	U.S.	Live
	2,293,733	U.S.	Live
STREETWISE	2,233,140	U.S.	Live
ARTWISE	1,489,324	U.S.	Live
TRANSITWISE	1,421,025 ²	U.S.	Live
STREETWISE	1,333,219	U.S.	Live

² U.S. trademark TRANSITWISE, Reg. No. 1,421,025, although presently listed as live and active on the USPTO website, was recently not renewed. It is presently within the six-month grace period for renewal, but will no longer be active starting approximately June 16, 2017, unless a petition to revive is filed by that time.

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Status</u>
STREETWISE	21321	New Jersey	Live
ARTWISE	TMA458732	Canada	Live
STREETWISE	TMA458733	Canada	Live
STREETWISE	1571666	U.K.	Live
ARTWISE	1571961	U.K.	Live
STREETWISE	323519	E.U.	Live
STREETWISE	631719	Australia	Live
STREETWISE	200102089	Hong Kong	Dead (Expired)
STREETWISE	200102088	Hong Kong	Dead (Expired)
CITYSMART	3,528,081	U.S.	Dead (Cancelled)
CITYWISE	3,528,082	U.S.	Dead (Cancelled)
STREETWISE.TRAVEL	3,532,479	U.S.	Dead (Cancelled)
STREETSMART.TRAVEL	78/714,794	U.S.	Dead (Abandoned)
STREETSMART	3,522,508	U.S.	Dead (Cancelled)
LE BIG BOSS	3,522,507	U.S.	Dead (Cancelled)
STREETSMART	2,976,904	U.S.	Dead (Cancelled)
CAMOUFLAGE	76/389,549	U.S.	Dead (Abandoned)
LE BIG BOSS	76/195,519	U.S.	Dead (Abandoned)
	2,402,985	U.S.	Dead (Cancelled)
YUM YUM	75/488,228	U.S.	Dead (Abandoned)
FLATGLOBE	1,677,612	U.S.	Dead (Cancelled)
MINI METRO	1,709,562	U.S.	Dead (Cancelled)
GREAT CITIES OF THE WORLD	74/072,312	U.S.	Dead (Abandoned)
WORLDWISE	74/005/959	U.S.	Dead (Abandoned)
STREETSMART	1271536	Canada	Dead (Abandoned)