

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM480448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMI Marketing, Inc.		06/18/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	RY CM Acquisition Corp.
<b>Street Address:</b>	642 Harrison Street, Suite 300
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94107
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2592351	CLUBMOM
Registration Number:	2608079	CLUB MOM
Registration Number:	3316341	CAFEMOM
Registration Number:	4747392	CAFEMOM
Registration Number:	3385159	SWEETPEAS
Registration Number:	4566129	CAFEMOM PRESENTS MOM.COM
Registration Number:	4527732	THE STIR
Registration Number:	4527733	THE STIR
Registration Number:	4516285	THE PROWL
Registration Number:	5020283	VIVALA
Registration Number:	5047658	ATHENA
Registration Number:	5087970	REVELIST

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 4155806400

**Email:** legal@rockyou.com

**Correspondent Name:** Mark Woods

**Address Line 1:** 642 Harrison Street, Suite 300

OP \$31500 2592351

**Address Line 4:** San Francisco, CALIFORNIA 94107

**NAME OF SUBMITTER:** Mark Woods

**SIGNATURE:** /Mark Woods/

**DATE SIGNED:** 07/03/2018

**Total Attachments: 4**

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**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of June 19, 2018 (the "Effective Date") by CMI Marketing, Inc., a Delaware corporation (the "Assignor"), for the benefit of RY CM Acquisition Corp., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of June 19, 2018 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee, among other things, all of the Assignor's right, title and interest in and to the trademarks, service marks, and registrations and applications therefor, that are included in the Acquired Assets, including those trademarks that are set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks") (and, with respect to any intent-to-use trademark application included in the Marks, the business to which such trademark application pertains, which business is ongoing and existing); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Agreement. NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Upon request of the Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee, at the Assignee's cost, any and all additional documents and instruments that may be required to record and perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

5. Nothing herein shall be deemed to expand or limit the rights, duties and obligations of the parties under the Agreement and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

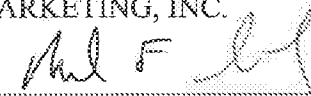
6. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

CMI MARKETING, INC.

By:

  
Name: Michael Sanchez  
Title: CEO

**SCHEDULE A**

**Marks**

<b>Title and Description</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>Pending Serial No.</b>	<b>Registered Trademark No.</b>
CLUBMOM	1/5/2000	7/9/2002	75888488	2592351
CLUBMOM – DESIGN	11/13/2001	8/13/2002	76093807	2608079
CafeMom (word mark)	1/19/2007	10/23/2007	77087028	3316341
CafeMom (design)	10/2/2014	6/2/2015	86412925	4747392
SweetPeas	7/9/2007	2/19/2008	77224943	3385159
CafeMom Presents Mom.com	5/13/2011	7/15/2014	85320348	4566129
The Stir (word mark)	7/26/2012	5/13/2014	85687337	4527732
The Stir (design)	7/26/2012	5/13/2014	85687398	4527733
The Prowl	5/8/2013	4/15/2014	85926437	4516285
Vivala	6/17/2015	8/16/2016	86665291	5020283
Athena	9/19/2014	9/27/2016	86400086	5047658
Revelist	9/13/2015	11/22/2016	86755217	5087970