# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tom's Guides Publishing GmbH		08/20/2018	Gesellschaft Mit Beschränkter Haftung (Gmbh): GERMANY

## **RECEIVING PARTY DATA**

Name:	Purch Group, Inc.	
Street Address:	11 West 42nd Street	
Internal Address:	15th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3511239	TOM'S HARDWARE GUIDE

## **CORRESPONDENCE DATA**

Fax Number: 4154304372

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: 415-675-3400

Email: katherine.keating@bclplaw.com

**Correspondent Name:** Katherine Keating

Address Line 1: Three Embarcadero Center, 7th Floor Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0363430
NAME OF SUBMITTER:	Katherine Keating
SIGNATURE:	/katherine keating/
DATE SIGNED:	09/04/2018

### **Total Attachments: 2**

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> **TRADEMARK** REEL: 006432 FRAME: 0026

### TRADEMARK ASSIGNMENT

Tom's Guides Publishing GmbH, a German limited liability company ("Assignor"), with an address at Gernotstraße 11, 80804 Munich, Federal Republic of Germany, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably assigns, transfers and conveys, effective as of , 2018 (the "Effective Date"), to Purch Group, Inc. ("Assignee"), a Delaware corporation with an address at Corporation Trust Center, 1209 N Orange St. Wilmington, Delaware 19801 United States of America, and its successors and assigns, all right, title and interest, whether now known or hereafter created, in perpetuity, throughout the universe in and to the trademark TOM'S HARDWARE GUIDE, including the trademark registration bearing registration number 3511239, together with all goodwill attendant thereto and/or symbolized thereby, together with any and all renewals and extensions thereof (collectively, the "Trademark"), along with (to the fullest extent permitted by law) any and all claims for past, present and future infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or its successors or assigns, execute and deliver such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors or assigns may reasonably request to permit Assignee or any of its successors or assigns to record the assignment covered hereby and any other documents Assignee or any of its successors or assigns may reasonably deem necessary, appropriate or desirable to evidence or effectuate the intent of this Trademark Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in Assignor's name, place and stead, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance) and to take all actions which Assignee reasonably deems necessary, appropriate or desirable to evidence or effectuate the intent of this Trademark Assignment.

This Agreement shall be governed by German law to the exclusion of its conflict of laws rules as well as references to other jurisdictions such as the UN Sales Convention. Any controversy, dispute or claim arising from or in connection with this Agreement shall be assigned to the exclusive jurisdiction of the Court of Munich (Germany).

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

Purch Group, Inc.

Name: Doug Llewellyn Title: President and COO

Tom's Guides Publishing GmbH/

Name: Gregory Mason

Title: Managing Director (Geschäftsführer)

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**RECORDED: 09/04/2018** 

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