

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491185

<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>
Whalerock Digital Media, LLC		09/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RY LT Acquisition Corp.		
<b>Street Address:</b>	642 Harrison Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86849967	CLUB MOMME	
<b>Serial Number:</b>	85665259	MOM.ME	
<b>Serial Number:</b>	85665353	MOM.ME	
<b>Serial Number:</b>	85665296	LISTBLISS	
<b>Serial Number:</b>	85665289	LISTBLISS	
<b>Serial Number:</b>	85665583	LISTBLISS	
<b>Serial Number:</b>	85665374	LISTBLISS	
<b>Serial Number:</b>	85957218	PURPLE CLOVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4155806400		
<b>Email:</b>	mark.woods@rockyou.com		
<b>Correspondent Name:</b>	Mark Woods		
<b>Address Line 1:</b>	642 Harrison Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94107		
<b>NAME OF SUBMITTER:</b>	Mark Woods		
<b>SIGNATURE:</b>	/Mark Woods/		

OP \$215.00 86849967

<b>DATE SIGNED:</b>	09/24/2018
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of September 14, 2018 (the "Effective Date") by Whalerock Digital Media, LLC, a Delaware limited liability company (the "Assignor"), for the benefit of RY LT 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 on or about September 14, 2018 (the "Agreement"); and

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 Purchased 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).

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 Assignee, the Assignor agrees to execute and deliver to the Assignee and/or any person designated by the Assignee, at 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.

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

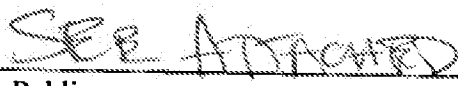
WHALEROCK DIGITAL MEDIA, LLC

By:

  
Name: Todd Katzenstein  
Title: CFO

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles } ss.

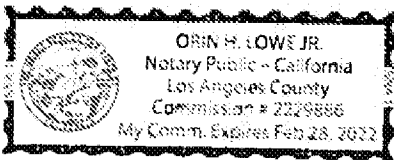
On SEPT 14, 2018 before me Orin H. Lowe Jr., a Notary Public  
Date Name and Title of Officer

personally appeared TODD KATZENSTEIN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature of Notary Public

**OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: TRADEMARK ASSIGNMENT

**SCHEDULE A**

<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
86849967	5189110	CLUB MOMME
85665259	4349124	MOM.ME
85665353	4349125	MOM.ME (and design)  mom.me
85665296	4419547	LISTBLISS
85665289	4297808	LISTBLISS
85665583	4297814	LISTBLISS (and design)  listbliss
85665374	4419548	LISTBLISS (and design)  listbliss
85957218	4818373	PURPLE CLOVER