

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognate, Inc.		09/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GoDaddy.com, LLC		
Street Address:	14455 N. Hayden Road, Suite 226		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85301450	COGNATE	
Serial Number:	87522266	CHAINMARK	
Serial Number:	86736945	CM	
Serial Number:	85301465	COGNAME	
CORRESPONDENCE DATA			
Fax Number:	3126321780		
	<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:	3127155277		
Email:	tm-dept@quarles.com, jasmine.davis@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Jasmine R. Davis at Quarles & Brady LLP		
Address Line 1:	300 North LaSalle Street, Ste. 4000		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	134140.00903 Cognate, Inc		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	10/15/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective September 10, 2018, by and between Cognate, Inc., a Delaware corporation ("Assignor") and GoDaddy.com, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor holds all right, title and interest in and to the trademarks and service marks set forth on Exhibit A hereto (the "Marks").

B. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business associated therewith and symbolized thereby. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

C. The execution and delivery of this Agreement is a requirement under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers unto Assignee, Assignor's entire right, title and interest throughout the world in and to the Marks (including any common law rights associated therewith and rights to use the Marks as a trade name), together with the goodwill of the business associated therewith and symbolized thereby, and all rights to claim priority thereto in the United States and any other jurisdiction with full benefit of such priority as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits, damages and other legal or equitable relief for past, present and future infringements, dilutions and other violations thereof, including, without limitation, the right to compromise, sue for and collect such profits, damages and other legal or equitable relief; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Authorization. Assignor hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any other jurisdiction whose duty it is to record trademark registrations and applications, and title thereto, to record the Marks and title thereto as the property of Assignee.

3. Further Assurances. Assignor shall execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of the Asset Purchase Agreement and this Agreement.

4. Assignment of this Agreement. This Agreement may be assigned by Assignee in whole or in part to a subsidiary of Assignee or in connection with the sale of any part of the business of Assignee to which the Marks relate.

5. Counterparts. This Agreement may be executed in one or more counterparts (which may be by facsimile or other electronic transmission) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

6. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to Delaware's choice of law rules, and the parties hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery and the appellate courts thereof.

{Signature Page Follows}

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date first above written.

BUYER:

GODADD-GOM, LLC

By: Ray Winborne

Name: Ray Winborne

Title: Chief Financial Officer

COMPANY:

COGNATE, INC.

By: Bennett Cullen

Name: Bennett Cullen

Title: President

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Marks

Mark	Jurisdiction	Application No. & Date	Registration No. & Date
COGNATE	United States	85301450 04/21/2011	4703981 03/17/2015
CHAINMARK	United States	87522266 07/10/2017	
CHAINMARK	Canada	1876856 01/20/2018	
CM	United States	26736945 08/25/2015	
CM	Canada	1769446 02/25/2016	
CM	United Kingdom	3151753 02/25/2016	
COGNAME	United States	85301465 04/21/2011	4335418 05/14/2013

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