

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498623

<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>
THE NIELSEN COMPANY (US), LLC		05/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LucaNet AG		
<b>Street Address:</b>	Alexanderplatz 1		
<b>City:</b>	Berlin		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	10178		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4247761	YOUNIVERSE	
<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>	8013374500		
<b>Email:</b>	nwells@legendslaw.com		
<b>Correspondent Name:</b>	Nicholas D. Wells		
<b>Address Line 1:</b>	330 Main St.		
<b>Address Line 4:</b>	Kaysville, UTAH 84037		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells		
<b>SIGNATURE:</b>	/Nicholas Wells/		
<b>DATE SIGNED:</b>	11/16/2018		
<b>Total Attachments: 7</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of May 17, 2018 by and between LucaNet AG, with a business at Alexanderplatz 1, 10178 Berlin, Germany (the "Purchaser"), and The Nielsen Company (US), LLC, with a business at 85 Broad Street, New York, NY 10004, United States of America (the "Seller").

### RECITALS

WHEREAS, the Seller owns the domain name and trademark registration set forth on Schedule 1 hereto, together with the goodwill associated therewith (collectively, the "IP Assets"); and

WHEREAS, the Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, the IP Assets, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase of IP Assets. Pursuant to Section 2 hereof, the Seller hereby sells and delivers to the Purchaser, and the Purchaser hereby purchases and receives from the Seller, all right, title and interest in and to the IP Asset. The purchase price for the IP Assets shall be U.S. Dollars (the "Purchase Price"), to be paid and satisfied pursuant to Section 2(b) hereof.

2. Deliveries.

(a) Deliveries by the Seller. The Seller is delivering herewith to the Purchaser, and the Purchaser hereby acknowledges receipt of, duly executed instruments of assignment respecting the IP Asset, in form suitable for recordation with appropriate governmental entity.

(b) Deliveries by the Purchaser. In full satisfaction of the Purchase Price, the Purchaser is delivering herewith to the Seller, a payment of funds immediately available in the amount of US by means of a bank wire transfer specified by the Seller.

3. Further Assurances.

(a) Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

4. Representations and Warranties.

(a) Representations and Warranties of the Seller. The Seller represents and warrants to the Purchaser as follows:

(i) Organization and Good Standing. The Seller: (A) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (B) has full power and authority to own its properties and assets and to carry on its business as presently conducted; and (C) is duly qualified or licensed to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing would, individually or in the aggregate, have a material adverse effect on the Seller.

(ii) Authority; Binding Effect. The Seller has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery hereof by the Purchaser, constitutes the valid and legally binding obligation of the Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and by general principles of equity.

(iii) Noncontravention. The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the lapse of time or both: (A) violate any provision of the certificate of incorporation, bylaws or other constitutive documents of the Seller; (B) violate any law, order or other restriction of any governmental entity to which the Seller or its assets may be subject; or (C) conflict with, result in a breach of or constitute a default under any contract, agreement, lease or permit to which the Seller is a party, by which the Seller is bound or to which any of the Seller's assets may be subject.

(iv) IP Assets. The Seller has good and marketable title to all of the IP Assets, free and clear of all liens and encumbrances other than: (A) liens for taxes which are not yet due or delinquent or which are being contested in good faith by appropriate proceedings; or (B) liens imposed by law securing obligations incurred in the ordinary course of business which are not yet overdue or which are being contested in good faith by appropriate proceedings. There are no pending or, to the knowledge of the Seller, threatened claims that any of the IP Assets infringes or is infringed by the intellectual property rights of any person.

(b) Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller as follows:

(i) Organization and Good Standing. The Purchaser: (A) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (B) has full power and authority to own its properties and

assets and to carry on its business as presently conducted; and (C) is duly qualified or licensed to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing would, individually or in the aggregate, have a material adverse effect on the Purchaser.

(ii) Authority; Binding Effect. The Purchaser has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of the Purchaser, and no other action is required on the part of the Purchaser or any of its stockholders in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery hereof by the Purchaser, constitutes the valid and legally binding obligation of the Purchaser enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and by general principles of equity.

(iii) Noncontravention. The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the lapse of time or both: (A) violate any provision of the certificate of incorporation, bylaws or other constitutive documents of the Purchaser; (B) violate any law, order or other restriction of any governmental entity to which the Purchaser or its assets may be subject; or (C) conflict with, result in a breach of or constitute a default under any contract, agreement, lease or permit to which the Purchaser is a party, by which the Purchaser is bound or to which any of the Purchaser's assets may be subject.

#### 5. Miscellaneous.

(a) Successors; No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of New York.

(c) Bulk Sales Laws. The parties hereto hereby waive compliance with the bulk sales laws of any applicable jurisdiction. The Seller shall indemnify and hold harmless the Purchaser from and against any and all liabilities incurred and paid by the Purchaser arising out of such waiver.

(d) Entire Agreement. This Agreement (including each Schedule hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties hereto, written or oral, with respect to such subject matter.

(e) Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if (i) delivered personally against written receipt, (ii) sent by facsimile transmission, (iii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iv) mailed by reputable international overnight courier, fee prepaid, to the parties hereto at the following address or facsimile numbers:

If to the Purchaser:

Mr. Carsten Gerger  
LucaNet AG  
Alexanderplatz 1  
10178 Berlin  
Germany  
Phone: +49 30 469910-155  
Email: carstenG@lucanet.com

If to the Seller, to:

Rashmi Raj, Esq.  
Vice President  
The Nielsen Company (US), LLC  
85 Broad Street  
New York, NY 1004  
United States of America  
Phone: 646-654-5107  
Email: rashmi.raj@nielsen.com

All such notices, requests and other communications will be deemed given, (w) if delivered personally as provided in this Section 6(e), upon delivery, (x) if delivered by facsimile transmission as provided in this Section 6(e), upon confirmed receipt, (y) if delivered by mail as provided in this Section 6(e), upon the earlier of the fifth business day following mailing and receipt, and (z) if delivered by overnight courier as provided in this Section 6(e), upon the earlier of the second business day following the date sent by such overnight courier and receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section 6(e)). Any party hereto may

change the address to which notices, requests and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner set forth herein.


(f) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless such amendment is in writing and signed by the parties hereto. No waiver by any party hereto of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

(g) Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.


(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart to this Agreement.

[Signature page follows.]

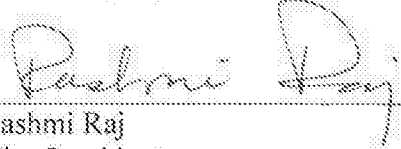
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

 **LucaNet**  
Hauptniederlassung  
Alexanderplatz 1 · 10178 Berlin  
Fon: +49 30 4699100  
Fax: +49 30 46991029

LucaNet AG

By:   
Name: Carsten Genger  
Title: Global Head of Finance & Legal

The Nielsen Company (US), LLC

By:   
Name: Rashmi Raj  
Title: Vice President



Schedule I  
IP Assets

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>
YOUNIVERSE	United States	4,247,761

Domain Name  
youiverse.com

1-NY/1657947.3