

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502052

<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>
Edison Watson, LLC		11/16/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wikibuy Holdings, LLC		
<b>Street Address:</b>	3711 S. Mopac Expy		
<b>Internal Address:</b>	Building 1 Suite 150		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78746		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4549351	WIKIBUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425199		
<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>	202-942-5000		
<b>Email:</b>	trademarkdocketing@arnoldporter.com		
<b>Correspondent Name:</b>	Anna W. Manville/Arnold & Porter		
<b>Address Line 1:</b>	601 Massachusetts Ave, N.W.		
<b>Address Line 2:</b>	IP Docketing		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Anna W Manville		
<b>SIGNATURE:</b>	/anna w manville/		
<b>DATE SIGNED:</b>	12/14/2018		
<b>Total Attachments: 5</b>			
source=WIKIBUY TM Assignment Executed Effective Nov 17, 2018#page1.tif			
source=WIKIBUY TM Assignment Executed Effective Nov 17, 2018#page2.tif			
source=WIKIBUY TM Assignment Executed Effective Nov 17, 2018#page3.tif			
source=WIKIBUY TM Assignment Executed Effective Nov 17, 2018#page4.tif			

OP \$40.00 4549351



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made effective as of November 17, 2018, by and between Edison Watson, LLC a Delaware limited liability company (“Assignor”) and Wikibuy Holdings, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark applications and registrations set forth on Exhibit A attached hereto, together with all common law rights associated therewith and the goodwill associated therewith and symbolized thereby; and

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment and Release Agreement dated of even date herewith (the “Assignment and Release Agreement”), under which, among other things, Assignor agreed to transfer to Assignee all of Assignor’s right, title and interest in certain assets, which include the trademark applications and registrations therefor set forth on Exhibit A hereto (the “Transferred Marks”), as well as the goodwill associated therewith and symbolized thereby.

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

1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including without limitation any common law and statutory rights, in the United States and throughout the world, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks. Assignor also hereby confirms the assignment of that portion of Assignor’s ongoing and existing business to which the Transferred Marks pertain within the meaning of Section 10(a) of the Lanham Act, 15 U.S.C. § 1060(a). As part of such assignment, Assignor assigns, transfers, and conveys to Assignee all applications, registrations, issuances, extensions and renewals of the Transferred Marks, for the Company’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the foregoing assignment had not been made, together with: (i) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar including by filing extensions and all other applications relating to the Transferred Marks; (ii) the right, if any, to claim priority based on the filing date of the Transferred Marks under the Paris Convention for the Protection of Industrial Property, and all other treaties of like purposes; and (iii) the right to sue and recover damages or other compensation for past, present or future infringement, dilution, unfair competition, or any other claim or cause of action related to the Transferred Marks, the right to sue and obtain equitable relief, including injunctive relief, in respect of such claims and causes of action, and the right to fully and entirely stand in the place of Assignor in all related matters.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in each applicable foreign country or multinational authority, to (a) record Assignee as the assignee and owner of the Transferred Marks and other rights identified in this Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon the Transferred Marks or other rights identified in this Assignment in the name of Assignee.

3. Assignment and Release Agreement. Nothing herein shall be deemed to limit, extend, or modify the rights, remedies, duties, or obligations of Assignee or Assignor under the Assignment and Release Agreement and, to the extent that there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Assignment and Release Agreement, the terms and conditions of the Assignment and Release Agreement shall govern, supersede and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the Assignment and Release Agreement.

4. Miscellaneous.

- (a) Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.
- (b) Governing Law. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.
- (c) Counterparts and Facsimile Signatures. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.
- (d) Amendments. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.
- (e) Successors and Assigns. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns for the uses and purposes above set forth.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR:**

**EDISON WATSON, LLC**  
160 GREENTREE DRIVE, SUITE 101  
DOVER, DELAWARE, 19904

**By:** \_\_\_\_\_

**Name: Jonathan Coon**

**Title: Manager**

State of Virginia; County of Campbell

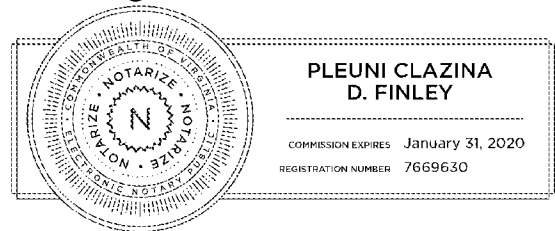
On 11/16/2018, before me, Pleuni Clazina D Finley the undersigned, a Notary Public for the state, personally appeared Jonathan Coon, who proved to me on the basis of satisfactory evidence to be' the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 VA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notarized online using audio-video communication

Signature \_\_\_\_\_



**ASSIGNEE:**

**WIKIBUY HOLDINGS, LLC**  
3711 S. MOPAC EXPY, BUILDING 1 SUITE 150  
AUSTIN, TX 78746

**By:** \_\_\_\_\_

**Name: Jonathan Coon**

**Title: Manager**

State of Virginia; County of Campbell

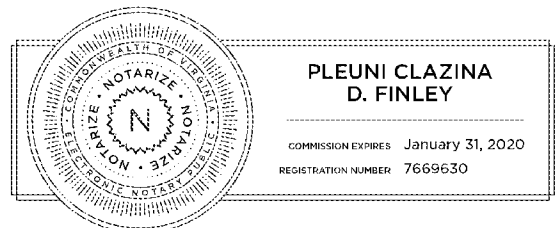
On 11/16/2018, before me, Pleuni Clazina D Finley the undersigned, a Notary Public for the state, personally appeared Jonathan Coon, who proved to me on the basis of satisfactory evidence to be' the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 VA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notarized online using audio-video communication

Signature \_\_\_\_\_



**Exhibit A**

**WIKIBUY Trademark Properties/  
Transferred Marks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number / Application Number</b>	<b>Registration Date</b>
WIKIBUY	Argentina	Reg. No. 2762588	19-OCT-2015
WIKIBUY	Australia	Reg. No. 1614316	28-MAR-2014
WIKIBUY	Canada	Reg. No. TMA966528	23-MAR-2017
WIKIBUY	Chile	Reg. No. 1140828	10-NOV-2014
WIKIBUY	China	Reg. No. 14513896	21-JUN-2015
WIKIBUY	Colombia	Reg. No. 506804	14-NOV-2014
WIKIBUY	Ecuador	Reg. No. 2525	25-FEB-2016
WIKIBUY	European Union	Reg. No. 12738746	21-AUG-2014
WIKIBUY	Hong Kong	Reg. No. 302942460	28-MAR-2014
WIKIBUY	India	Appln. No. 2663213	
WIKIBUY	Indonesia	Reg. No. IDM000542191	15-AUG-2016
WIKIBUY	Japan	Reg. No. 5711427	17-OCT-2014
WIKIBUY	Malaysia	Reg. No. 2014003888	17-JUN-2015
WIKIBUY	Mexico	Reg. No. 1604987	19-JAN-2016
WIKIBUY	Morocco	Reg. No. 158654	01-APR-2014
WIKIBUY	New Zealand	Reg. No. 995094	30-SEP-2014
WIKIBUY	Nigeria	Appln. No. F/TM/O/2014/16244	
WIKIBUY	Peru	Reg. No. S00084126	25-SEP-2014

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number / Application Number</b>	<b>Registration Date</b>
WIKIBUY	Singapore	Reg. No. T1405067J	03-APR-2014
WIKIBUY	South Africa	Reg. No. 2014/08249	26-FEB-2016
WIKIBUY	South Korea	Reg. No. 4103256280000	29-JUN-2015
WIKIBUY	Switzerland	Reg. No. 661324	14-JUL-2014
WIKIBUY	Taiwan	Reg. No. 01685067	01-JAN-2015
WIKIBUY	Thailand	Reg. No. 71983	10-MAY-2016
WIKIBUY	United States	Reg. No. 4549351	10-JUN-2014
WIKIBUY	Vietnam	Reg. No. 40259392	10-MAR-2016