

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPOTRIGHT, INC.		12/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wiland, Inc.		
Street Address:	7420 East Drycreek Parkway		
City:	Niwot		
State/Country:	COLORADO		
Postal Code:	80503		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85527327	SPOTRIGHT	
Serial Number:	85867628	GRAPHMASSIVE	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	626-795-9900		
Email:	pto@lrrc.com		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	PO BOX 29001		
Address Line 4:	GLENDALE, CALIFORNIA 91209		
NAME OF SUBMITTER:	Marti Carrillo		
SIGNATURE:	/Marti Carrillo/		
DATE SIGNED:	12/28/2018		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN ASSIGNMENT (this “**Assignment**”), dated as of December 20, 2018, is entered into by and between SpotRight, Inc., a Delaware corporation (the “**Assignor**”), and Wiland, Inc., a Delaware corporation (the “**Assignee**”).

RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks set forth in the attached Schedule A (the “**Marks**”); and

WHEREAS, the Assignor is the registrant and owner of all right, title, and interest in domain names listed on Schedule B (collectively, the “**Domain Names**”);

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”), pursuant to which the Assignee is acquiring certain assets of Assignor, including the Marks and Domain Names.

WHEREAS, the Assignee desires to acquire all of the Assignor’s right, title and interest in and to the Marks and Domain Names, the applications and registrations therefor, and the goodwill associated therewith, in each case pursuant to this Assignment and the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks and Domain Names. The Assignor hereby assigns, transfers, and conveys to the Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks and Domain Names, together with all the associated goodwill of its business symbolized by the Marks and Domain Names, and all applications and registrations of the Marks and Domain Names, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks and Domain Names, including infringement of the Marks or Domain Names, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name.

2. Domain Name Transfer Procedures; Further Assurances. Upon execution of this Agreement, the Assignor and the Assignee shall promptly institute a transfer of the Domain Names in accordance with the domain name procedures enacted by the appropriate domain name registrar. The Assignee shall have unrestricted use of the Domain Names. The Assignor agrees to work with the Purchaser to facilitate the transfer of ownership of the Domain Names to the Assignee’s designated domain name registrars. The Assignor and the Assignee shall work together to complete any registrar forms required by the appropriate domain name registrars. The Assignee agrees to provide any information required by the Assignor to complete all transfer of registrar forms. After the transfer, the Assignee shall be solely responsible for all registration

and maintenance fees and procedures for the Domain Names. The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Assignment.

3. Terms of the Asset Purchase Agreement. This Assignment shall, in all respects, be subject to the Asset Purchase Agreement, including, without limitation, Article X of the Asset Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, and for the avoidance of doubt, Article X of the Asset Purchase Agreement shall apply to this Agreement, *mutatis mutandis*. The Assignor and the Assignee each acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other provisions contained in the Asset Purchase Agreement shall not be superseded by this Agreement, but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings that are set forth in the Asset Purchase Agreement with respect to such terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SPOTRIGHT, INC.,
a Delaware corporation



Todd Greer, President & CEO

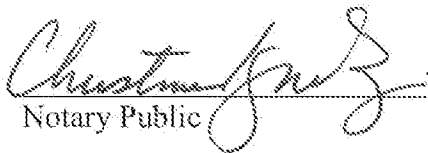
ASSIGNEE:

WILAND, INC.,
a Delaware corporation

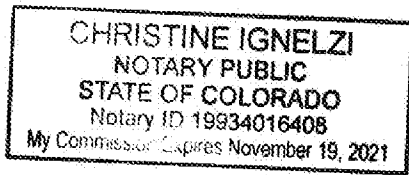
Name:
Title:

STATE OF COLORADO)
COUNTY OF BOULDER)

Before me, a notary public, in and for the State and County aforesaid, on this 20th day of December, 2018, personally appeared Todd Greer, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on behalf of SpotRight, Inc. for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.


ASSIGNOR:

SPOTRIGHT, INC.,
a Delaware corporation

ASSIGNEE:

WILAND, INC.,
a Delaware corporation

Name:
Title:



Name: **Phillip Wiland**
Title: **CEO**

STATE OF _____)
)
COUNTY OF _____)

Before me, a notary public, in and for the State and County aforesaid, on this __ day of December, 2018, personally appeared _____, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him on behalf of SpotRight, Inc. for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public
My commission expires:

SEAL

SCHEDULE A

Marks

(Registered or Filed Marks)

Trademark	Country	Application No.	Filed	Registration No.	Registered	Status	Class
SPOTRIGHT	US	85527327	1/27/2012	4354876	6/18/2013	Registered	35, 42
GRAPHMASSIVE	US	85867628	3/5/2013	4633142	11/4/2014	Registered	35, 42

(Unregistered Marks)

<u>Mark</u>	<u>Goods / Services</u>

SCHEDULE B

Domain Names

<u>Domain</u>	<u>Registrar</u>
spotright.com	Name.com
spotrite.com	Name.com
twitterremarketing.com	Name.com
twitterretargeting.com	Name.com
twittertargeting.com	Name.com
graphmassive.com	Name.com
massivegraph.com	Name.com
spotrightapp.com	Name.com
spotrightdev.com	Name.com
buyergraph.com	Name.com
influencergraph.com	Name.com
socialinfluencegraph.com	Name.com
personatarget.com	Name.com
personabuilder.net	Name.com
personabuilder.info	Name.com
personaactivation.com	Name.com
persona-builder.com	Name.com
persona-activation.com	Name.com
marketingpersona.net	Name.com
marketingpersona.info	Name.com
infl.in	Name.com
msugsd.com	Name.com
talkrank.com	Name.com
spotinfluencers.com	Name.com
spotinfluence.com	Name.com
influence.im	Name.com
crowdgiver.com	Name.com