

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502994

<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>
Stuff Media LLC		10/10/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	System1, LLC		
<b>Street Address:</b>	1501 Main Street, Suite 201		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90291		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2501638	HOW STUFF WORKS	
<b>Registration Number:</b>	2980912	HOW STUFF WORKS	
<b>Registration Number:</b>	3706161	HOWSTUFFWORKS	
<b>Registration Number:</b>	3811398	HOWSTUFFWORKS	
<b>Registration Number:</b>	3706162	HOWSTUFFWORKS	
<b>Registration Number:</b>	3491518	HOWSTUFFWORKS	
<b>Registration Number:</b>	3483654	HOWSTUFFWORKS	
<b>Registration Number:</b>	3491517	HOWSTUFFWORKS	
<b>Registration Number:</b>	3498066		
<b>Registration Number:</b>	3398322		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	James L. Vana		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101		

OP \$265.00 2501638

<b>ATTORNEY DOCKET NUMBER:</b>	127329-4000
<b>NAME OF SUBMITTER:</b>	Kirstin E. Larson
<b>SIGNATURE:</b>	/Kirstin E. Larson/
<b>DATE SIGNED:</b>	12/20/2018

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT  
(United States)

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of October 10, 2018 (the “Effective Date”), by and between Stuff Media LLC, a Delaware limited liability company (“Assignor”) and System1, LLC, a Delaware limited liability company (“Assignee”).

**RECITALS**

A. Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the “Trademarks”); and

B. Assignor desires to assign to Assignee the Trademarks in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**ASSIGNMENT**

1. Assignment. Assignor confirms to have contributed, assigned, transferred, conveyed and delivered and hereby assigns, transfers, conveys and delivers to, Assignee all of Assignor’s right, title and interest in, to and under, the Trademarks, together with all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademarks, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) related to such Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. Further Assurances. Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, powers of attorney and other

documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignor's own expense, to effect the terms of this Assignment.

3. Specific Performance. The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to seek an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

4. Successors and Assigns. The provisions of this Assignment and Assignor's obligations under the IP Assignment and License Agreement entered into October 10, 2018 by and between Assignor and Assignee ("IP Assignment and License Agreement") shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns. The licensed rights granted under the IP Assignment and License Agreement are intended to burden the Trademarks assigned hereunder. Assignor must notify any potential purchaser of the Trademarks of these restrictions prior to any assignment or transfer of the Trademarks. Any attempted assignment that contravenes the terms of this Agreement will be void *ab initio* and of no force or effect.

5. Governing Law. This Assignment is governed by and shall be construed in accordance with the laws of the Delaware, excluding any conflict of laws rule or principle that would refer the governance or the construction of this Assignment to the laws of another jurisdiction.

6. Amendment and Waiver. No amendment of this Assignment will be effective unless it is in writing and signed by each party. No waiver of any provision of this Assignment will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other provision of this Assignment.

7. Entire Agreement. This Assignment, together with the IP Assignment and License Agreement, constitutes the final agreement between the parties and are the complete and exclusive expression of the parties' agreement on the subject matter of this Assignment. This Assignment supersedes all prior oral or written agreements or policies relating to this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance.

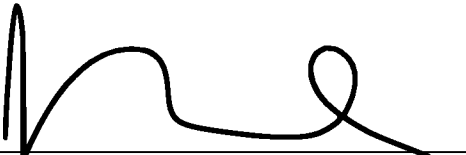
8. Multiple Counterparts; Electronic Signatures. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered via any means of electronic communication shall be binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the Effective Date.

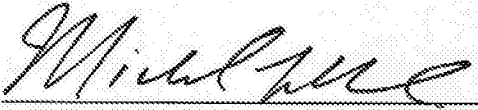
**ASSIGNOR:**

**STUFF MEDIA LLC**

By:   
Name: Conal Byrne  
Title: Chief Executive Officer

**ASSIGNEE:**

**SYSTEM1, LLC**

By: 

Name: Michael Blend

Title: President

[Signature Page to Trademark Assignment Agreement (United States)]

**TRADEMARK**  
**REEL: 006561 FRAME: 0228**

**Exhibit A**

<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>App Date</b>	<b>App No.</b>	<b>Reg Date</b>	<b>Reg No.</b>
HOW STUFF WORKS	United States	042	03/28/00	76013441	10/30/01	2501638
HOW STUFF WORKS	United States	016	01/06/04	78348428	08/02/05	2980912
HOW STUFF WORKS and Design	United States	038	03/20/08	77427728	11/03/09	3706161
HOW STUFF WORKS and Design	United States	009	03/20/08	77427718	06/29/10	3811398
HOW STUFF WORKS and Design	United States	041	03/20/08	77427733	11/03/09	3706162
HOWSTUFFWORKS	United States	021	08/15/07	77256252	08/26/08	3491518
HOWSTUFFWORKS	United States	041	08/28/07	77266711	08/12/08	3483654
HOWSTUFFWORKS	United States	025	08/15/07	77256166	08/26/08	3491517
HSW Chime (SOUND MARK)	United States	042	08/15/07	77255913	09/09/08	3498066
HSW Logo	United States	042	08/15/07	77256061	03/18/08	3398322