# OP \$40.00 4549351

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM510291

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wikibuy Holdings, LLC		01/30/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Capital One Financial Corporation	
Street Address:	1680 Capital One Drive	
City:	McLean	
State/Country:	VIRGINIA	
Postal Code:	22102	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4549351	WIKIBUY

# **CORRESPONDENCE DATA**

**Fax Number:** 2029425999

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.

**Phone:** 202-942-5000

Email: anna.manville@arnoldporter.com
Correspondent Name: Arnold & Porter (Anna W Manville)
Address Line 1: 601 Massachusetts Ave., N.W.

Address Line 2: IP Docketing

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	0064120.00062
NAME OF SUBMITTER:	Anna W Manville
SIGNATURE:	/anna w manville/
DATE SIGNED:	02/15/2019

### **Total Attachments: 6**

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made effective as of January <u>30</u>, 2019, by and between Wikibuy Holdings, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Capital One Financial Corporation, a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademark applications and registrations set forth on <u>Exhibit A</u> attached hereto (collectively, the "Transferred Marks"); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in, to and under the Transferred Marks, together with all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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, to and under 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 these assignments, Assignor assigns, transfers, and conveys to Assignee all applications, registrations, issuances, extensions and renewals of the Transferred Marks, for Assignee'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 assignments had not been made, together with: (1) 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; (11) 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.

> TRADEMARK REEL: 006564 FRAME: 0965

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. Miscellaneous.

- (a) <u>Headings</u>. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.
- (b) <u>Governing Law</u>. 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) <u>Counterparts and Facsimile Signatures</u>. 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) <u>Amendments</u>. This Assignment shall not be amended except by an instrument in writing signed on behalf of Assignor and Assignee.
- (e) <u>Successors and Assigns</u>. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, Assignor, Assignee and each of their respective successors and assigns for the uses and purposes above set forth.

[Remainder of this page intentionally left blank]

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

### ASSIGNOR:

# WIKIBUY HOLDINGS, LLC

3711 S. Mopac Expy Building 1, Suite 150 Austin, Texas 78746 United States of America

By:

Joseph M. Poellnitz

President

On January 30, 2019, before the undersigned, Victoria M Mantelero, a Notary Public for the Commonwealth of Virginia, personally appeared Joseph M. Poellnitz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

[Seal]CTORIA MARIE MANTELERO
Commonwelli of Virginia
No. 27 100 A01
Ny Commission Explica A01 30, 200

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

### **ASSIGNEE:**

CAPITAL	ONE	FINANCIAL	CORPORATION
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1680 Capital One Drive McLean, Virginia 22102 United States of America

Ву:

Thomas A Feil Treasurer

On January 31, 2019, before the undersigned, Nancy Patterson, a Notary Public for the Commonwealth of Virginia, personally appeared Thomas A. Feil, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Public

Nancy G. Patterson NOTARY PUBLIC Commonwealth of Virginia Reg. # 179691 My Commission Expires June 30, 2021

[Seal]

# Exhibit A

# WIKIBUY Trademark Properties/ Transferred Marks

Mark	Jurisdiction	Registration Number / Application Number	Registration Date
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

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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

**RECORDED: 02/15/2019**