

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSI Assignments, LLC, solely in its capacity as assignee for the benefit of creditors of Vixlet LLC		01/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Allan Holt		
Street Address:	c/o The Carlyle Group, 1001 Pennsylvania Ave, NW		
Internal Address:	Suite 220 South		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4978800	VIXLET	
Registration Number:	4978799	VIXLET	
Registration Number:	4871667	VIXLET	
Registration Number:	4893521	VIXLET	
Registration Number:	4860768	VIXLET	
Registration Number:	4433393	VIXLET	
Registration Number:	4838042	V	
Registration Number:	4871655	V	
Registration Number:	4871659	V	
Registration Number:	4893519	V	
Registration Number:	4871660	V	
Registration Number:	4871661	V	
Serial Number:	86395240	V	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$340.00 4978800

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhonda.deleon@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057484-0001
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/20/2019

Total Attachments: 24

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CONFIRMATORY IP ASSIGNMENT AGREEMENT

This CONFIRMATORY IP ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 9, 2019, is entered into by and between DSI Assignments, LLC (“**Assignor**”), a Delaware limited liability company, located at 333 South Grand Avenue, Suite 4070, Los Angeles, CA 90071, and Allan Holt, an individual, (“**Assignee**”) pursuant to the Notification of Proposal of Strict Foreclosure, dated as of September 8, 2018 (the “**Proposal of Strict Foreclosure**”) entered into between Assignor and Assignee.

WHEREAS, Vixlet LLC (“**Vixlet**”) and Assignee entered into that certain Security Agreement dated as of August 14, 2017 between Vixlet LLC, Vixlet CA LLC and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, Vixlet was indebted to various persons, corporations and other entities and was unable to pay its debts in full, and decided to discontinue its business;

WHEREAS, on December 8, 2017, Vixlet executed a General Assignment for the Benefit of Creditors (the “**General Assignment**”) in favor of Assignor, solely in its capacity as assignee for the benefit of Vixlet’s creditors, pursuant to which Vixlet assigned all of its assets to Assignor, including all patents, copyrights, trademarks and trade names, and URL’s or related website rights of Vixlet;

WHEREAS, pursuant to the General Assignment, Assignor has all powers to dispose of all tangible and intangible property of Vixlet transferred to Assignor under the General Assignment;

WHEREAS, pursuant to the Proposal of Strict Foreclosure, Assignor transferred, and Assignee agreed to accept the transferrable right to receive, all of Assignor’s right, title and interest in and to the collateral listed on Schedule A of the Proposal of Strict Foreclosure, including the intellectual property transferred from Vixlet to Assignor under the General Assignment; and

WHEREAS, capitalized terms not defined herein shall have the meanings set forth in the Proposal of Strict Foreclosure;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) any and all intellectual property (including all patents, copyrights, trademarks and trade names, and URL’s or related website rights) of Vixlet that was transferred from Vixlet to the Assignor under the General Assignment, including the intellectual property set forth in Schedule 1 hereto (the “**Assigned IP**”);

(b) all rights of any kind whatsoever of Assignor accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Assigned IP. Assignor hereby authorizes and requests the United States Patent and Trademark Office and all other relevant governmental or domain name registrars to record Assignee as the assignee and owner of the Assigned IP.

3. Further Actions. Following the date hereof, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, record, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

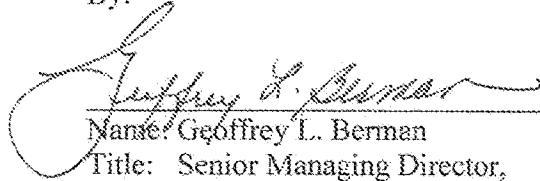
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

DSI ASSIGNMENTS, LLC, solely in its capacity as assignee for the benefit of creditors of Vixlet LLC

By:

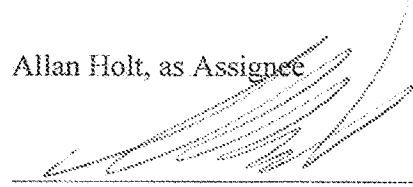


Name: Geoffrey L. Berman

Title: Senior Managing Director,
Development Specialists, Inc., sole and
managing member of DSI Assignments, LLC

AGREED TO AND ACCEPTED:

Allan Holt, as Assignee



Schedule 1
ASSIGNED IP
Trademarks – U.S.

<u>Trademark No.</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date</u>
86-396,622	4978800	9	9/16/2014	6/14/2016
86-396,557	4978799	35	9/16/2014	6/14/2016
86-396,484	4871667	38	9/16/2014	12/15/2015
86-396,379	4893521	41	9/16/2014	1/26/2016

<u>Trademark No.</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date</u>
86-396,319	4860768	42	9/16/2014	11/24/2015
85-637,613	4433393	45	5/29/2012	11/12/2013
86-394,622	4838042	9	9/15/2014	10/20/2015
86-394,679	4871655	35	9/15/2014	12/15/2015

<u>Trademark No.</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date</u>
86-395,087	4871659	38	9/15/2014	12/15/2015
86-395,129	4893519	41	9/15/2014	1/26/2016
86-395,209	4871660	42	9/15/2014	12/15/2015

<u>Trademark No.</u>	<u>Registration No.</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date</u>
86-395,240	4871661	45	9/15/2014	12/15/2015
86-472689		9	12/5/2014	

Trademarks – Foreign

<u>Trademark No.</u>	<u>Registration No.¹</u>	<u>Country²</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date³</u>
1686968		Australia	9	4/13/2015	
909282188		Brazil		4/22/2015	
1724063				4/16/2015	

¹ Note to Draft: Please provide the missing registration numbers.

² Note to Draft: Please provide the missing registration country.

³ Note to Draft: Please provide the missing registration date.

<u>Trademark No.</u>	<u>Registration No.¹</u>	<u>Country²</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date³</u>
16999474			9	5/21/2015	
0-13965116			9, 35, 42	4/20/2015	
422038		India	9	5/11/2015	
2015-036456				4/14/2015	
1599850	1198515-1599850		9	4/15/2015	April 4, 2015 - 10 year renewal
1679473	1679473			3/6/2015	March 6, 2015 - 10 year renewal
909106193		Brazil		3/12/2015	
1718472				3/9/2015	

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<u>Trademark No.</u>	<u>Registration No.¹</u>	<u>Country²</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date³</u>
16494330			9	3/16/2015	
0-13820519	31820519		9, 35, 42	3/12/2015	July 10, 2015 - 10 year renewal
2921675		India	9	3/13/2015	
2015-022137	5775063			3/11/2015	June 26, 2015 - 10 year renewal
1586874	1556007			3/10/2015	July 17, 2015 - 10 year renewal
1679470	1679470			3/6/2015	March 6, 2015 - 10 year renewal
909106223		Brazil		3/12/2015	
1718471				3/9/2015	

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<u>Trademark No.</u>	<u>Registration No.¹</u>	<u>Country²</u>	<u>Class</u>	<u>Filing Date</u>	<u>Registration Date³</u>
16494329			9	3/16/2015	
0-13818877	0-13818877		9, 35, 42	3/12/2015	July 10, 2015 - 10 year renewal
2921676		India	9	3/13/2015	
2015-022138	5768314			3/11/2015	May 29, 2015 - 10 year renewal
1586875			9	3/10/2015	

Patents

<u>Patent Number</u>	<u>International Application Number</u>	<u>Title, Independent Claims, and Description</u>	<u>Filing Date</u>
PCT/US15/43068	WO2016/022411	Passion-Centric Networking - Claim 1 [system] - more precise; Claim 9 [method] - Broad; claim 15 [non-transitory computer readable medium] - broad; system and methods for running a passion based social network based on capsules	7/31/2015
62/032,777		Passion-Centric Networking	8/4/2014

<u>Patent Number</u>	<u>International Application Number</u>	<u>Title, Independent Claims, and Description</u>	<u>Filing Date</u>
PCT/US15/43058	WO2016/022407	Passion-Centric Networking - Claim 1 [system] - broad; Claim 10 [method] - more precise; claim 16 [system] - more precise; system and methods for running a passion based social network based on capsules	7/31/2015
PCT/US15/43065	WO2016/022410	Functional and Data Capsules - Claim 1 [System]; Claim 9 [Method]; Claim 15 [Method]; Capsules based on user passion and track user interaction to adjust data over time	7/31/2015

<u>Patent Number</u>	<u>International Application Number</u>	<u>Title, Independent Claims, and Description</u>	<u>Filing Date</u>
PCT/US15/42807	WO2016/022371	Dynamic Adjustment of Client Thickness - Claim 1 [apparatus]; Claim 11 [method]; Claim 16 [machine-readable storage device]; adjust the thickness or thinness of the client based on connectivity, device, storage, bandwidth, etc.	7/30/2015
PCT/US15/42808	WO2016/022372	Data Display to Reflect Relationship between Data - Claim 1 [Method]; Claim 11 [System]; Claim 16 [Machine-readable storage device]; organizing capsules based on user data and meta data and their relationships to each other on a user interface	7/30/2015

<u>Patent Number</u>	<u>International Application Number</u>	<u>Title, Independent Claims, and Description</u>	<u>Filing Date</u>
PCT/US15/42877	WO2016/022384	Systems and methods for content locks - Claim 1 [Device]; Claim 11 [Computer-implemented method]; Claim 16 [Non-transitory machine-readable medium]; content locks based on geography, time, users, etc. in a capsule	7/30/2015

Patents

<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issuance Date</u>
29/504,425	Hexagon Design (Filed Honeycomb)	10/6/2014	
No. 161,783	Display screen with user interface and electronic icon (honeycomb)	4/2/2015	3/21/2016
No. 166,074	Hexagon-Display Screen	1/7/16 w/ Canada; Priority filing to 4/2/15	3/21/2016
ZL 2015/30088 4830	Display Screen and Image Icons (Hexagon)	4/7/2015	1/13/2016

<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issuance Date</u>
ZL 2015/30088 3043	Display Screen and Image Icons (Honeycomb)	4/7/2015	1/20/2016
No. 002674812- 0001	Hexagon	4/2/2015	
No. 002674812- 0002	Honeycomb	4/2/2015	1/20/2016
29/506,179	Display Screen and Image Icons; Fig. 2, 6 and 93	10/14/2014	
29/526726	Display Screen and Image Icons (Honeycomb/Oldest User Interface); Fig 95	5/13/2015	11/29/2016 - D772928
29/526729	Display Screen and Image Icons (Honeycomb/Older user interface similar to 2015-013); Fig. 106	5/13/2015	

<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issuance Date</u>
29/526,731	Display Screen and Image Icons (Feed squiggle); Fig. 119	5/13/2015	
29/526,732	Display Screen and Image Icons (Honeycomb); Fig. 1, 5	5/13/2015	11/29/2016 - D772929
29/526,733	Display Screen and Image Icons (Plus sign); Fig. 116	5/13/2015	
29/526,734	Display Screen and Image Icons (Feed interface - text and video); Fig. 108, 109	5/13/2015	
29/526,735	Display Screen and Image Icons (Older Honeycomb Interface similar to 2015-008); Fig. 123	5/13/2015	11/22/2016 - D772288

<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issuance Date</u>
29/526,736	Display Screen and Image Icons (Hexagon with three small ones); Fig. 114	5/13/2015	

Domain Names

Domain	Registrar	Renewal Date	Expires
<u>vixlet.com</u>	AWS		3/8/2016
<u>vixletcdn.com</u>	AWS		2/11/2016
<u>vixletinternal.com</u>	AWS Route 53		6/18/2015
<u>artistsuplift.org</u>	GoDaddy	2018-09-15	9/16/2015
<u>bostonfansunited.com</u>	GoDaddy	2018-03-23	3/23/2015
<u>bosuntd.com</u>	GoDaddy	2018-03-23	3/23/2015
<u>cafe5065.com</u>	GoDaddy	2018-03-09	3/9/2018
<u>flykiwifly.com</u>	GoDaddy	2018-03-07	3/7/2016
<u>121chat.com</u>	GoDaddy	#N/A	11/24/2015
<u>121chat.net</u>	GoDaddy	#N/A	11/24/2015
<u>krishnagopala.com</u>	GoDaddy	2018-03-27	3/27/2015
<u>krishnagopala.org</u>	GoDaddy	2018-03-27	3/27/2015
<u>mirchanimation.com</u>	GoDaddy	2019-06-20	6/20/2015
<u>ramallamadingdong.com</u>	GoDaddy	2019-09-14	9/14/2019

Domain	Registrar	Renewal Date	Expires
<u>redsoxfanunite.com</u>	GoDaddy	2018-03-23	3/23/2015
<u>successzum.com</u>	GoDaddy	2018-07-09	7/9/2015
<u>foorcow.com</u>	GoDaddy	2018-01-11	1/11/2018
<u>wiseuprecord.com</u>	GoDaddy	2019-02-16	2/16/2019
<u>wiseuprecords.com</u>	GoDaddy	2019-02-16	2/16/2019
<u>zum_fm</u>	GoDaddy	2018-07-17	7/17/2015
<u>zumapp.tv</u>	GoDaddy	2018-06-17	6/18/2015
<u>d9grid.com</u>	Namecheap		8/19/2015
<u>d9internal.com</u>	Namecheap		9/13/2015
<u>dividenine.com</u>	Namecheap		12/10/2015
<u>dividenineanimation.com</u>	Namecheap		12/10/2014
<u>dividenineanimationstudios.com</u>	Namecheap		12/10/2014
<u>divideninefilms.com</u>	Namecheap		12/10/2014
<u>divideninegaming.com</u>	Namecheap		12/10/2015
<u>divideninegroup.com</u>	Namecheap		12/10/2014
<u>divideninetv.com</u>	Namecheap		12/10/2015

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Domain	Registrar	Renewal Date	Expires
<u>fenway100.com</u>	Namecheap		4/18/2015
<u>getvidic.com</u>	Namecheap		12/13/2014
<u>gozum.me</u>	Namecheap		9/12/2015
<u>suceszum.com</u>	Namecheap		9/28/2015
<u>swingoapp.com</u>	Namecheap		3/9/2016
<u>themetazoo.com</u>	Namecheap		7/25/2015
<u>totenchat.com</u>	Namecheap		1/29/2016
<u>vixlet.biz</u>	Namecheap		8/5/2015
<u>vixlet.me</u>	Namecheap		8/5/2015
<u>vixlet.net</u>	Namecheap		8/5/2015
<u>vixlet.org</u>	Namecheap		6/18/2015
<u>vixlet.tv</u>	Namecheap		10/18/2015
<u>vixletdev.com</u>	Namecheap		7/22/2015
<u>vixletlocal.com</u>	Namecheap		2/23/2016
<u>vixletmail.com</u>	Namecheap		12/20/2017
<u>vixletmusic.com</u>	Namecheap		2/23/2016

Domain	Registrar	Renewal Date	Expires
<u>vixletsports.com</u>	Namecheap		2/23/2016
<u>vixlettv.com</u>	Namecheap		2/23/2016
<u>vixletwallet.com</u>	Namecheap		7/17/2015
<u>ywt.cc</u>	Namecheap		1/15/2015
<u>vxl.me</u>	Namecheap		6/5/2015

Source Code

All rights in the source located at the following links:

- A. <https://vixtelbox.com/v/vixCodebaseA>
- B. <https://vixtelbox.com/v/vixCodebaseB>
- C. <https://vixtelbox.com/v/vixCodebaseC>
- D. <https://vixtelbox.com/v/vixCodebaseD>

TRADEMARK

REEL: 006569 FRAME: 0644

RECORDED: 02/20/2019

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