### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM514108

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
TheStreet, Inc.		02/14/2019	Corporation: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Γhe Deal, L.L.C.				
Street Address:	1120 Avenue of the Americas				
Internal Address:	ppodrome				
City:	lew York				
State/Country:	NEW YORK				
Postal Code:	10036				
Entity Type:	Limited Liability Company: DELAWARE				

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2671431	AUCTION BLOCK
Registration Number:	5180413	BANKRUPTCY INSIDER
Registration Number:	1349248	CORPORATE CONTROL ALERT
Registration Number:	3833357	DEAL DASHBOARD
Registration Number:	3232932	DEALMEMO
Registration Number:	2693783	PRIVATERAISE
Registration Number:	2693771	PRIVATERAISE.COM
Registration Number:	2422734	THE DAILY DEAL
Registration Number:	5176220	THE DEAL
Registration Number:	2716175	THE DEAL
Registration Number:	3297150	THE DEAL
Registration Number:	4494084	THE DEAL PIPELINE
Registration Number:	4587030	THE DEAL PIPELINE
Registration Number:	4494085	THE DEAL PIPELINE
Registration Number:	4494086	THE DEAL PIPELINE
Registration Number:	3653698	THE DEAL PIPELINE
Registration Number:	5066267	THE PIPES REPORT
Registration Number:	5161184	BOARDEX

TRADEMARK REEL: 006590 FRAME: 0141

900489466

Property Type	Number	Word Mark
Registration Number:	3464010	BOARDEX

#### **CORRESPONDENCE DATA**

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

CSC **Correspondent Name:** 

1090 Vermont Avenue, NW Address Line 1: Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	683894
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/13/2019

#### **Total Attachments: 7**

source=3-13-19 TheStreet-TM#page1.tif

source=3-13-19 TheStreet-TM#page2.tif

source=3-13-19 TheStreet-TM#page3.tif

source=3-13-19 TheStreet-TM#page4.tif

source=3-13-19 TheStreet-TM#page5.tif

source=3-13-19 TheStreet-TM#page6.tif

source=3-13-19 TheStreet-TM#page7.tif

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of February 14, 2019, by and between TheStreet, Inc., a Delaware corporation ("Assignor"), and The Deal, L.L.C., a Delaware limited liability company (the "Company"). Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Euromoney Institutional Investor PLC, the indirect parent company of Internet Securities, Inc., a Delaware corporation ("<u>Buyer</u>"), have entered into an Membership Interest Purchase Agreement, dated as of December 6, 2018 (the "<u>Purchase Agreement</u>"), pursuant to which Assignor is selling to Buyer, and Buyer is purchasing from Seller, all of the Company Interests;

WHEREAS, Assignor is the owner of the Transferred Intellectual Property listed in Exhibits A and B attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to the Company all of Assignor's right, title and interest in and to the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce Buyer to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

#### 1. **ASSIGNMENT**.

- a. Effective concurrently with the Closing, Assignor hereby assigns, sells, transfers and conveys to the Company all of Assignor's right, title and interest in, to and under the Transferred Intellectual Property and all goodwill pertaining thereto, said rights, title and interest include, without limitation:
- (i) the trademark registrations and applications set forth on Exhibit A hereto and all issuances and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (ii) the domain names set forth on Exhibit B hereto (the "<u>Domain</u> <u>Names</u>");
- (iii) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, common law rights;
- (iv) 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

- (v) 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, dilution, 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.
- b. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.
- c. Assignor shall promptly execute all documents, papers, forms and authorizations, and take such other actions as are necessary to (i) cause the registration of the Domain Names in the name of Assignee with the applicable domain name registry as directed by Assignee, and (ii) enable the acquisition of exclusive and full technical and administrative access and control over the Domain Names by Assignee or, if requested, by Assignee's designee.
- d. At any time, and from time to time, hereafter, Assignor shall, upon the Company's written request and expense and without delay, execute, acknowledge and deliver to the Company or its successors or assigns any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights in the Company or its successors or assigns or record this assignment, and facilitate the Company's or its successors or assigns enjoyment and enforcement of said rights and causes of action.

#### 2. **MISCELLANEOUS**.

- a. <u>Subject to Purchase Agreement</u>. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof, and the assets and interests being conveyed hereunder are hereby conveyed to the Company subject to the terms and conditions contained in the Purchase Agreement.
- b. <u>Governing Law</u>. This Assignment and all claims arising out of or relating to this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without giving effect to its conflicts of laws provisions.
- c. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
- d. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of Assignor and the Company and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment except as provided below.

e. <u>Integration</u>. Assignor and the Company acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to the Company and that the Purchase Agreement is the exclusive source of the agreement and understanding between Buyer and Assignor respecting such assets and interests. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed and the Company has acknowledged this Assignment as of the date first set forth above.

THESTREET, INC.

By:

Name: Eric F. Lundberg

Title: Chief Financial Officer

Acknowledged:

THE DEAL, L.L.C.

By: TheStreet, Inc., its sole member

By:

Name: Eric F. Lundberg

Title: Chief Financial Officer

### EXHIBIT A

# <u>Trademarks – The Deal</u>

# <u>Trademarks – BoardEx</u>

UK- STREET- 053A	US- STREET- 044A	US- STREET- 044B	UK- STREET- 044A	UK- STREET- 044B	UK- STREET- 044C	CH- STREET- 044A	CTM- STREET- 044A	CTM- STREET- 044B	EU- STREET- 044C	ML REF NO.
BOARDEXMDL Logo	BOARDEX	BOARDEX	BOARDEX	BOARDEX	BOARDEX	BOARDEX	BOARDEX	BOARDEX	BOARDEX	TRADEMARK
United	US	US	United Kingdom	United Kingdom	United Kingdom	Switzerland	EUTM	EUTM	EUTM	COUNTRY
TheStreet, Inc.	TheStreet, Inc.	TheStreet, Inc.	TheStreet, Inc.	OWNER WITH TM OFFICE						
Registered	Registered	Registered	Registered	STATUS						
UK00002274414	78608654	87169310	UK00002275266	UK00003181334	UK00003193747	59326/2016	004375747	015761208	015980063	APP NO
4-Jul- 01	14-Apr- 05	13-Sep- 16	14-Jul- 01	19- Aug-16	28-Oct- 16	31-Oct- 16	6-Apr- 05	19- Aug-16	28-Oct- 16	APP DATE
UK00002274414	3464010	5161184	UK00002275266	UK00003181334	UK00003193747	702144	004375747	015761208	015980063	REG NO
1-Mar- 02	8-Jul-08	14-Mar- 17	12-Jul- 02	30-Dec-	17-Mar- 17	12- May-17	22-Feb- 06	21-Dec- 16	6-Apr- 17	REG DATE
36	35, 36	9, 35, 38, 42, 45	35, 41	35, 36, 42	9, 35, 38, 42, 45	9, 35, 36, 38, 41, 42, 45	35, 36, 42	35, 36, 41	9, 35, 38, 42, 45	CLASSES

TRADEMARK REEL: 006590 FRAME: 0149

RECORDED: 03/13/2019