

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514778

<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>
Digital Results LLC		03/01/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prophet Brand Strategy		
<b>Street Address:</b>	One Bush Street, 7th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4305310	SB	
<b>Registration Number:</b>	4300685	SPRINGBOX	
<b>Registration Number:</b>	4300662	SPRINGBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>	415.954.0200		
<b>Email:</b>	trademark@squirepb.com		
<b>Correspondent Name:</b>	Audrey Nicolson		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	064568.00152		
<b>NAME OF SUBMITTER:</b>	Audrey Nicolson		
<b>SIGNATURE:</b>	/audrey nicolson/		
<b>DATE SIGNED:</b>	03/18/2019		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of March 1, 2019, is made and entered into by Digital Results LLC, a Texas limited liability company doing business as Springbox (“**Seller**”), located at 3108 River Crest Drive, Austin, Texas 78746, in favor of Prophet Brand Strategy, a California corporation (“**Buyer**”), located at One Bush Street, 7<sup>th</sup> Floor, San Francisco, California 94111.

RECITALS

WHEREAS, Seller and Buyer are party to that certain Asset Purchase Agreement dated March 1, 2019 (the “**APA**”), pursuant to which Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, including the Intellectual Property Assets, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and any other necessary or corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the APA.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Intellectual Property Assets, including the following (the “**Assigned IP**”):

(a) (i) the trademark registrations and applications and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, (ii) all registered domain names, and (iii) all social media accounts, all as set forth on **Schedule 1** hereto;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing 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, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably required to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. 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 reference to its choice of law rules.

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. 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.

[SIGNATURE PAGE FOLLOWS]

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

**DIGITAL RESULTS LLC (D/B/A  
SPRINGBOX)**, a Texas limited liability company

By: [Signature]  
Name: Tom West  
Title: Manager

Address for Notices: 3108 River Crest Drive  
Austin, TX 78746

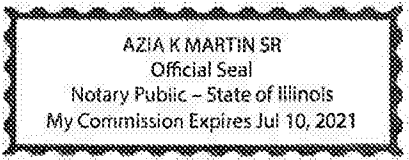
STATE OF Illinois  
COUNTY OF Cook

)  
)SS.  
)

On the 28 day of February, 2019, before me personally appeared Tom West, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the of Digital Results LLC (dba Springbox), a Texas limited liability company, and acknowledged the instrument to be his free act and deed and the free act and deed of Digital Results LLC (dba Springbox) for the uses and purposes mentioned in the instrument.

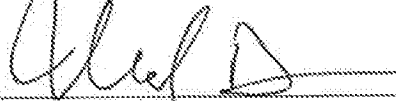
[Signature]  
Notary Public  
Printed Name: Azia K Martin Sr

My Commission Expires: July 10, 2021



**AGREED TO AND ACCEPTED BY:**

**PROPHET BRAND STRATEGY**, a California corporation

By: 

Name: Michael Dunn

Title: Chief Executive Officer

Address for Notices: One Bush Street, 7<sup>th</sup> Floor  
San Francisco, CA 94111

STATE OF \_\_\_\_\_ )

)SS.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Michael Dunn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Prophet Brand Strategy, a California corporation, and acknowledged the instrument to be his free act and deed and the free act and deed of Prophet Brand Strategy for the uses and purposes mentioned in the instrument.

*See Attached JL*

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

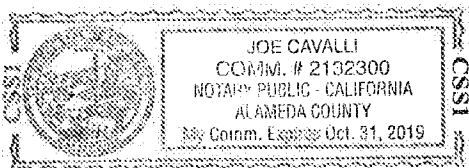
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On 07/01/2019 before me, Joe Cavalli, Notary Public, personally appeared

Michael Dunn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

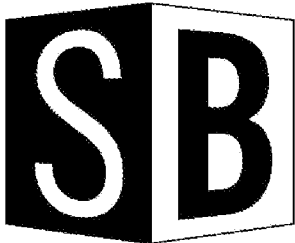

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS,  
REGISTERED DOMAIN NAMES, AND SOCIAL MEDIA ACCOUNTS**

**Trademark Registrations / Applications**

<b>Mark</b>	<b>Territory</b>	<b>Application/ Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
	U.S.A.	4305310	03-AUG-2012	19-MAR-2013
	U.S.A.	4300685	27-JUN-2012	12-MAR-2013
SPRINGBOX	U.S.A.	4300662	25-JUN-2012	12-MAR-2013
SPRINGBOX	Canada	TMA924316	14-NOV-2012	23-DEC-2015
SPRINGBOX	EU	11350352	15-NOV-2012	25-MAR-2013

**Registered Domain Names:**

<b>Domain Name</b>	<b>Privacy Protection</b>	<b>Expiration Date</b>
<a href="http://springbox.com">springbox.com</a>	All contacts	14-DEC-2022
<a href="http://springbox.hosting">springbox.hosting</a>	No contacts	27-SEP-2017
<a href="http://springbroad.com">springbroad.com</a>	All contacts	1-AUG-2017
<a href="http://theswitchatx.com">theswitchatx.com</a>	All contacts	12-SEP-2017



Domain Name	Privacy Protection	Expiration Date
<a href="http://globalassetzone.com">globalassetzone.com</a>	Unknown	Unknown
<a href="http://getspringbox.com">getspringbox.com</a>	Unknown	5-APR-2022
<a href="http://springbox-website-v2.netlify.com">springbox-website-v2.netlify.com</a>	All contacts	Perpetual
sbox.springbox.hosting	All contacts	Perpetual
<a href="http://springbox-launchpad.netlify.com">springbox-launchpad.netlify.com</a>	All contacts	Perpetual
<a href="http://wonderful-newton-5eb121.netlify.com">wonderful-newton-5eb121.netlify.com</a>	All contacts	Perpetual
boilerplate-contest.springbox.hosting	All contacts	Perpetual
<a href="http://sbx-netlify-cms-demo.netlify.com">sbx-netlify-cms-demo.netlify.com</a>	All contacts	Perpetual
<a href="http://systems-emails.netlify.com">systems-emails.netlify.com</a>	All contacts	Perpetual

**Social Media Accounts:**

Platform	Username	Email	Link
Facebook	Springbox	<a href="mailto:content.facebook@springbox.com">content.facebook@springbox.com</a>	<a href="https://www.facebook.com/Springbox/">https://www.facebook.com/Springbox/</a>
Twitter	Springbox	<a href="mailto:info@springbox.com">info@springbox.com</a>	<a href="https://twitter.com/springbox">https://twitter.com/springbox</a>
Instagram	Springbox	<a href="mailto:info@springbox.com">info@springbox.com</a>	<a href="https://www.instagram.com/springbox/">https://www.instagram.com/springbox/</a>
LinkedIn	Springbox		<a href="https://www.linkedin.com/company-beta/166096/">https://www.linkedin.com/company-beta/166096/</a>
YouTube	Springbox Digital	<a href="mailto:Springboxnews@gmail.com">Springboxnews@gmail.com</a>	<a href="https://www.youtube.com/user/SpringboxDigital">https://www.youtube.com/user/SpringboxDigital</a>

**Other:** All intellectual property assets of NFusion (except for any goodwill associated with such intellectual property assets).