

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Site9, Inc.		03/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Astound Commerce Corporation		
Street Address:	1111 Bayhill Drive #425		
City:	San Bruno		
State/Country:	CALIFORNIA		
Postal Code:	94066		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3615047	PROTOSHARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	legal@astoundcommerce.com		
Correspondent Name:	Omar Jabbour		
Address Line 1:	1111 Bayhill Drive #425		
Address Line 4:	San Bruno, CALIFORNIA 94066		
NAME OF SUBMITTER:	Talia Touboul		
SIGNATURE:	/T.T/		
DATE SIGNED:	05/07/2019		
Total Attachments: 8			
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OP \$40.00 3615047

ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of March 25, 2019 (the “**Effective Date**”) between Site 9, Inc., and Oregon corporation (“**Assignor**”), Astound Commerce Corporation, a Delaware corporation (“**Assignee**”), and Astound Holding Corporation, a Delaware corporation (“**Parent**”).

WHEREAS, Assignor and Assignee entered into the Agreement and Plan of Merger dated as of January 29, 2016, to effect a merger where the Assignor merged with Assignee, and Assignor continued as the surviving corporation and as a wholly-owned subsidiary of Parent (hereinafter, the “**Definitive Agreement**”);

WHEREAS, as a result of the merger, all rights and property of Assignor, including that Intellectual Property defined here, vested in the Assignee, as the surviving corporation; and

WHEREAS, Assignor and Assignee have agreed that Assignor shall convey, transfer, and assign to Assignee, among other assets, the intellectual property of Assignor, and have agreed to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 “**Assigned Property**” means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 “**Intellectual Property**” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, and literary works (“**Works of Authorship**”); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks (collectively “**Trademarks**”); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).

1.3 “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in databases and rights granted under the Copyright Act (“**Copyrights**”); rights in, arising out of, or

associated with Inventions, including without limitation rights granted under the Patent Act ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("**Trade Secret Rights**"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, 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 Agreement upon request by Assignee or as otherwise necessary. Following the date hereof, Assignor shall take such steps and actions as may be necessary to effect, evidence, or perfect the assignment of the assigned Intellectual Property to Assignee, or any assignee or successor thereto.

4. Terms of the Definitive Agreement. The parties hereto acknowledge and agree that this Agreement is entered into as a result of the Definitive Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Definitive Agreement 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 Definitive Agreement and the terms hereof, the terms of the Definitive Agreement shall govern.

5. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor \$1 dollar.

6. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause

irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

7. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

8. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

9. Further Assurances

9.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

9.2 Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents

as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

10. Miscellaneous

10.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

10.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

10.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in San Francisco, California.

10.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

10.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

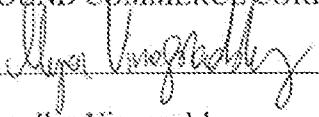
10.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

10.7 Counterparts. This Agreement 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 Agreement 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 Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officer to execute this Agreement as of the Effective Date.


ASTOUND COMMERCE CORPORATION

By: 

Name: Ilya Vinogradsky

Title: Director, Secretary

SITE 9, INC

By: 

Name: Roman Martynenko

Title: Director, Treasurer

*[Signature Page to Assignment and Transfer Agreement
of Astound Commerce Corporation and Site 9, Inc.]*

EXHIBIT A
PROPERTY

<u>Intellectual Property</u>	<u>Registered / Unregistered</u>	<u>Detail</u>
ProtoShare Trademark	Registered (USPTO)	US Serial Number: 77516334 Registration Number: 3615047
Site 9 Trademark	Registered (USPTO)	US Serial Number: 78966347 Registration Number: 3593260
2MINUTEMOBILE.COM	Registered	Expires: 10/28/2016
CHICAGOARTONLINE.COM	Registered	Expires: 7/12/2017
DESIGNABAG.COM	Registered	Expires: 2/10/2016
DESIGNYOURBAG.COM	Registered	Expires: 2/10/2016
IDEASMADEINTERACTIVE.COM	Registered	Expires: 2/22/2017
IDEASMADEINTERACTIVE.NET	Registered	Expires: 2/22/2017
INTERACTIVEWIREFRAME.COM	Registered	Expires: 7/24/2016
LEANPROTOTYPE.COM	Registered	Expires: 8/17/2016
LEANPROTOTYPES.COM	Registered	Expires: 8/17/2016
LIVEPROTOTYPE.COM	Registered	Expires: 10/8/2016
LIVEWIREFRAME.COM	Registered	Expires: 7/24/2016
MULENET.COM	Registered	Expires: 2/19/2017
MYPROTOTYPES.COM	Registered	Expires: 7/24/2016
ONLINEWIREFRAMES.COM	Registered	Expires: 7/24/2016
PHONEZER.COM	Registered	Expires: 10/24/2017
PHONEZR.COM	Registered	Expires: 10/15/2017
PHONZER.COM	Registered	Expires: 10/24/2017
PROMOTESPIRIT.COM	Registered	Expires: 9/2/2016
PROTOSHARE.BIZ	Registered	Expires: 2/8/2016
PROTOSHARE.COM	Registered	Expires: 11/29/2018
PROTOSHARE.INFO	Registered	Expires: 2/9/2016
PROTOSHARE.NET	Registered	Expires: 2/8/2016
PROTOSHARE.ORG	Registered	Expires: 2/9/2016
PROTOSHARE.US	Registered	Expires: 2/8/2016
PROTOSHARECOMMUNITY.COM	Registered	Expires: 3/16/2016
PROTOSHARERESOURCES.COM	Registered	Expires: 3/16/2016
PROTOSHARESITE.COM	Registered	Expires: 2/22/2017
PROTOSHARESITES.COM	Registered	Expires: 2/22/2017
PROTOSITESOFTWARE.COM	Registered	Expires: 10/31/2017
PROTOTYPE-SOFTWARE.COM	Registered	Expires: 7/24/2016
PROTOTYPEYOURSITE.COM	Registered	Expires: 10/5/2016

PROTOTYPINGRESOURCES.COM	Registered	Expires: 3/16/2016
PUNCHBOT.COM	Registered	Expires: 7/21/2016
RESPONSIVEFIRST.COM	Registered	Expires: 8/17/2016
RESPONSIVEPROTO.COM	Registered	Expires: 8/17/2016
RESPONSIVEPROTOTYPE.COM	Registered	Expires: 8/17/2016
RESPONSIVEPROTOTYPES.COM	Registered	Expires: 8/17/2016
RESPONSIVEPROTOTYPING.COM	Registered	Expires: 8/17/2016
RESPONSIVLEY.COM	Registered	Expires: 9/27/2016
SITE-PROTOTYPE.COM	Registered	Expires: 10/5/2016
SITE9-PROTOTYPE.COM	Registered	Expires: 10/5/2016
SITE9.COM	Registered	Expires: 3/12/2016
SITE9.INFO	Registered	Expires: 4/30/2017
SITE9.NAME	Registered	Expires: 4/30/2017
SITE9.NET	Registered	Expires: 11/6/2016
SITE9BLOWS.COM	Registered	Expires: 5/5/2016
SITE9INTERNET.COM	Registered	Expires: 7/28/2016
SITE9PROTOTYPE.COM	Registered	Expires: 10/5/2016
SITE9SUCKS.COM	Registered	Expires: 5/5/2016
SITENEIN.COM	Registered	Expires: 5/5/2016
SITENEIN.NET	Registered	Expires: 5/5/2016
SITENINE.BIZ	Registered	Expires: 5/4/2016
SITENINE.NET	Registered	Expires: 5/5/2016
SITENINE.ORG	Registered	Expires: 5/5/2016
SPIRITPROMOTER.COM	Registered	Expires: 5/10/2016
SPIRITPROMOTER.NET	Registered	Expires: 5/10/2016
SPIRITPROMOTERS.COM	Registered	Expires: 9/2/2016
STIE9.COM	Registered	Expires: 5/5/2016
STIENINE.COM	Registered	Expires: 5/5/2016
TOWMINUTEMOBILE.COM	Registered	Expires: 12/3/2016
TWOMINUTEMOBIL.COM	Registered	Expires: 12/5/2016
TWOMINUTEMOBILE.COM	Registered	Expires: 10/28/2016
WEB-PROTOTYPE.COM	Registered	Expires: 7/24/2016
WEBSITEPROTOTYPING.COM	Registered	Expires: 9/24/2016
WIREFRAME-TOOL.COM	Registered	Expires: 7/24/2016
WIREFRAMESONLINE.COM	Registered	Expires: 7/24/2016
WIREFRAMEYOURSITE.COM	Registered	Expires: 9/24/2016
WIREFRAMINGRESOURCES.COM	Registered	Expires: 3/16/2016
ZACHSKITCHEN.COM	Registered	Expires: 4/6/2016

ZACKKITCHEN.COM	Registered	Expires: 4/6/2016
ZACKSKITCHEN.COM	Registered	Expires: 4/6/2016

<u>Intellectual Property</u>	<u>Detail</u>
ProtoShare Source Code, Documentation	N/A
TwoMinuteMobile Source Code, Documentation	N/A

<u>IP Contract</u>	<u>Type</u>	<u>Description</u>
Zuora Billing Platform	License	Integrated with ProtoShare self-service - (Renews January 1, 2016)
DimensionData Cloud Services	License	License to use platform, basic support
Salesforce	License	Standard Salesforce license to use platform