

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522920

<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>
Fluid, Inc. CORPORATION		03/25/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astound Commerce Corporation		
<b>Street Address:</b>	1111 Bayhill Drive, Suite 425		
<b>City:</b>	San Bruno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94066		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4656089	FLUID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	legal@astoundcommerce.com		
<b>Correspondent Name:</b>	Astound Commerce Corporation		
<b>Address Line 1:</b>	1111 Bayhill Drive, Suite 425		
<b>Address Line 4:</b>	San Bruno, CALIFORNIA 94066		
<b>NAME OF SUBMITTER:</b>	Omar Jabbour		
<b>SIGNATURE:</b>	//Omar Jabbour//		
<b>DATE SIGNED:</b>	05/09/2019		
<b>Total Attachments: 11</b>			
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OP \$40.00 4656089

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source=FLUID\_IP\_Assignment\_Agreement [EXECUTED]#page11.tif

## ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (“**Agreement**”) is made as of March 25, 2019 (the “**Effective Date**”) between Fluid Inc., a California 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 March 2, 2018, to effect a merger where the Assignor merged with a subsidiary shell company of 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.

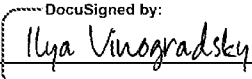
10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed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

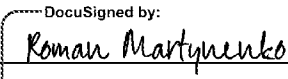
[Signature Page Follows]

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

FLUID, INC.

By:  \_\_\_\_\_  
DocuSigned by:  
EAAE17BB327043E...  
Name: Ilya Vinogradsky  
Title: Director, Secretary

By:  \_\_\_\_\_  
DocuSigned by:  
CC9ED6741503401...  
Name: Roman Martynenko  
Title: Director, Treasurer

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

**EXHIBIT A**  
**PROPERTY**

Intellectual Property

Fluid Configure 3.0: Fluid Configure is a platform that provides end-to-end functionality for product customization, enabling brands and retailers to offer consumers the ability to create individual collections/bundles of products, to personalize a product with initials, name, logo or user-generated content, or to fully customize every aspect of a product (e.g., look and feel, color, material, fit, form and functionality).

The Company also provides professional services for standard implementations, custom implementations based on specific client requirements and CX design, as well as analytics.

The Company is the registered owner of the following domain names:

- fluid.com
- fluidretail.net
- fluidretail.com
- fluidconfigure.net
- fluidconfigure.com

The Company is the registered owner or has applied for the following trademarks:

Mark	Owner	Application Number	Registration Number	Registration Date	Status
FLUID	Fluid, Inc.	86/271,469	4,656,089	12/16/14	Registered
8THBRIDGE	8th Bridge, Inc.	5/180,125	4,109,835	3/6/12	Registered; Section 8 Declaration due <b>March 18, 2018 but 6 mo. GPE available).</b>
GIFTFEED	8thBridge, Inc.	77/905,808	3,948,813	4/19/11	Registered, but cancellation pending

[Exhibit A to Assignment and Transfer Agreement  
of Astound Commerce Corporation and Fluid, Inc.]



**Certificate Of Completion**

Envelope Id: 4C728E5093FE44C0BE18E6016687C33E	Status: Completed
Subject: Please DocuSign: FLUID_IP Assignment Agreement v1.2 [Clean].doc	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Legal Department
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1111 Bayhill Drive, Suite 425
	San Bruno, CA 94066
	legal@astoundcommerce.com
	IP Address: 162.198.226.33

**Record Tracking**

Status: Original	Holder: Legal Department	Location: DocuSign
5/8/2019 3:09:52 PM	legal@astoundcommerce.com	

**Signer Events**

Ilya Vinogradsky  
ilya@astoundcommerce.com  
CTO  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Ilya Vinogradsky*  
EAAE17B8327043E...  
Signature Adoption: Pre-selected Style  
Using IP Address: 162.198.226.33

**Timestamp**

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Signed: 5/8/2019 3:57:28 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/10/2017 9:32:21 AM  
ID: 6a7b1577-7be2-4b00-845c-e7669fb80214

Roman Martynenko  
roman@astoundcommerce.com  
EVP Global Services  
Roman Martynenko  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Roman Martynenko*  
CC9ED6741503401...  
Signature Adoption: Pre-selected Style  
Using IP Address: 24.130.162.85

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Signed: 5/8/2019 6:41:10 PM

**Electronic Record and Signature Disclosure:**  
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ID: c9b37b05-7234-49b4-a0e9-ed86a93d4520

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Legal Department  
legal@astoundcommerce.com  
Legal Department  
Astound Commerce Corporation  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/8/2019 3:13:51 PM  
Resent: 5/8/2019 6:41:11 PM  
Viewed: 5/8/2019 8:55:55 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	5/8/2019 6:41:10 PM
Completed	Security Checked	5/8/2019 6:41:10 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Astound Commerce Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Astound Commerce Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [legal@astoundcommerce.com](mailto:legal@astoundcommerce.com)

To contact us by paper mail, please send correspondence to:

Astound Commerce Corporation

1001 Bayhill Drive,

Suite 100

San Bruno, CA 94066

**To advise Astound Commerce Corporation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [legal@astoundcommerce.com](mailto:legal@astoundcommerce.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Astound Commerce Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [legal@astoundcommerce.com](mailto:legal@astoundcommerce.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Astound Commerce Corporation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [legal@astoundcommerce.com](mailto:legal@astoundcommerce.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

**TRADEMARK**

**REEL: 006642 FRAME: 0236**

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Astound Commerce Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Astound Commerce Corporation during the course of my relationship with you.