

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529390

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WebLink International, Inc. | | 10/27/2017 | Corporation: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | WebLink Acquisition, LLC | | |
| Street Address: | 3495 Piedmont Road NE | | |
| Internal Address: | Building 11, Suite 800 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30305 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2651114 | CHAMBER WEBLINK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8032559831 | | |
| <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> | | | |
| Phone: | 8037992000 | | |
| Email: | meredith.ridley@nelsonmullins.com | | |
| Correspondent Name: | Nelson Mullins Riley & Scarborough LLP | | |
| Address Line 1: | 301 S. College Street | | |
| Address Line 2: | 23rd Floor, IP Department | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| NAME OF SUBMITTER: | John C. McElwaine | | |
| SIGNATURE: | /John C. McElwaine/ | | |
| DATE SIGNED: | 06/26/2019 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made and entered into as of October 27, 2017, by and between WebLink International, Inc., an Indiana corporation (the “**Assignor**”), and WebLink Acquisition, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the Assignor owns certain trademarks, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights;

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of October 27, 2017, by and among Assignor, Assignee, MemberClicks, LLC, a Delaware limited liability company, Fortis Advisors LLC as the shareholder representative and certain shareholders and optionholders of the Assignor who become parties thereto, pursuant to which the Assignor is selling, assigning, transferring and delivering to the Assignee the Purchased Assets (as defined in the Purchase Agreement), including all Intellectual Property and Seller Owned Intellectual Property (in each case, as defined in the Purchase Agreement); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignee desires to purchase, acquire and accept from the Assignor all right, title and interest in and to the Intellectual Property and Seller Owned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignor hereby agrees as follows:

- 1. Assignment.** In consideration for entering to the Purchase Agreement, the Assignor does hereby sell, assign, transfer and set over unto the Assignee all of the Assignor’s right, title and interest in and to the Intellectual Property and Seller Owned Intellectual Property, including:
 - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
 - (b) all trademarks, service marks, trade dress, logos, trade names, URL domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (including such items listed on Schedule A hereto);

- (c) all software (including source code) and other copyrightable works, works of authorship and mask words, data, databases, data collections and related documentation, all copyrights, and all applications, registrations and renewals in connection therewith;
- (d) all customer and subscriber lists;
- (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals);
- (f) all rights in and to any of the foregoing, including the right to sue, recover damage, costs, and attorneys' fees for past and present infringement or misappropriation of any of the foregoing; and
- (g) all rights corresponding thereto throughout the world, including all moral rights, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

2. Transfer Documents; Further Assurances. The Assignor further agrees that, when requested, the Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting the Assignee's right to the Intellectual Property and Seller Owned Intellectual Property and to render all necessary assistance in making applications for and obtaining registrations of the Intellectual Property and Seller Owned Intellectual Property, and in enforcing any rights or choses in action accruing as a result of such applications or the Intellectual Property and Seller Owned Intellectual Property, by giving testimony in any proceedings or transactions involving such applications or the Intellectual Property and Seller Owned Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of the Assignor and the Assignee.

3. Terms of the Purchase Agreement; Execution. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Delivery of a copy of a signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

- 4. Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given such terms in the Purchase Agreement.
- 5. Counterparts.** This Agreement may be executed in one or more counterparts, including by way of electronic transmission, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

WebLink International, Inc.

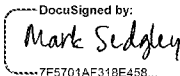
By: _____

Name: John L. Muller, III

Title: President & CEO

ASSIGNEE:

WebLink Acquisition, LLC

By:  _____
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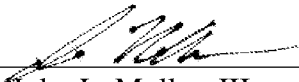
Name: Mark Sedgley

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be executed effective as of the date first above written.

ASSIGNOR:

WebLink International, Inc.

By: 
Name: John L. Muller, III
Title: President & CEO

ASSIGNEE:

WebLink Acquisition, LLC

By: _____
Name: Mark Sedgley
Title: Chief Executive Officer

Schedule A

Trademarks

| Trademark | Jurisdiction | App. Date | Reg. No. | Status | Goods/Services | Owner Name |
|--------------------|------------------|-----------------|----------|----------------------------|--|-----------------------------------|
| CHAMBER WEBLINK | United States | 14-JUN- 2000 | 2651114 | Renewed 13-DEC- 2012 | Class 35: on-line business networking services for chambers of commerce Class 42: custom design and support of web sites for chambers of commerce | WEBLINK INTERNATIONAL, INC. |
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