

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM527388

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICAL MEDIA SOLUTIONS, INC.		11/28/2018 11/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE DRIVE MEDIA INC.		
Street Address:	15 West 18th Street		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4639229	/DRIVE	
Serial Number:	86764811	THEDRIVE	
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>			
Phone:	2126581946		
Email:	alex@baileyduquette.com		
Correspondent Name:	Alexandre Sauveplane		
Address Line 1:	100 Broadway, 10th Floor		
Address Line 2:	C/O Bailey Duquette P.C.		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Alexandre Sauveplane		
SIGNATURE:	/Alexandre Sauveplane/		
DATE SIGNED:	06/11/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of November 21, 2018, is made by Vertical Media Solutions Inc., a Delaware corporation (“**Seller**”), in favor of The Drive Media Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of November 21, 2018, by and between Buyer and Seller (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees 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 following (the “**Assigned IP**”):

(a) the website and domain name registrations set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Domain Names**”);

(b) the trademark registrations and applications set forth on **Schedule 2** hereto 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[; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing];

(c) 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;

(d) 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

(e) 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 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 Buyer. Following the date hereof, upon Buyer’s reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, 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 Asset 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 or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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.

VERTICAL MEDIA SOLUTIONS INC.

By: Chad Barnard
Name: Chad Barnard
Title: Exec Director - Corporate Development
Address for Notices:
1716 Locust St.
Des Moines IA 50309

AGREED TO AND ACCEPTED:

THE DRIVE MEDIA INC.

By: _____
Name:
Title:
Address for Notices:

[Signature Page to Vertical Media Solutions Inc.'s IP Assignment Agreement]

TRADEMARK
REEL: 006692 FRAME: 0555

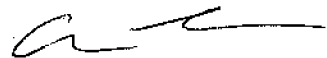
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

VERTICAL MEDIA SOLUTIONS INC.

By: _____
Name:
Title:
Address for Notices:

AGREED TO AND ACCEPTED:

THE DRIVE MEDIA INC.

By: 
Name: Andrew Perlmutter
Title: CEO
Address for Notices: 15 W 18th St.
8th Fl
New York, NY 10011

SCHEDULE 1
ASSIGNED DOMAIN NAMES

<http://www.thedrive.com>

<http://www.fastlanedaily.com>

<http://www.fldshakedown.com>

<http://www.slashdrive.tv>

<http://www.driveonvimeo.com>

<http://www.thewarzone.com>

<https://www.youtube.com/user/drive>

<https://www.youtube.com/channel/UCfbPZ1cTgBH2djzLLCPTmXg>

<https://www.youtube.com/user/FastLaneDaily>

<https://www.facebook.com/thedrive>

<https://twitter.com/thedrive>

<https://www.instagram.com/thedrive/>

<https://www.facebook.com/thewarzonewire>

<https://twitter.com/thewarzonewire>

<https://www.instagram.com/thewarzonewire/>

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
/DRIVE	Canada	969429	04/27/2017
/DRIVE	U.S.A.	4639229	11/18/2014

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
The Drive	U.S.A.	1(a)	86764811	09/22/2015