

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amazon Canada Fulfillment Services, ULC		07/01/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	A9.com, Inc.		
Street Address:	101 Lytton Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4562623	TSO	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	James F. Struthers		
Address Line 1:	13355 Noel Road, Suite 1350		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	James F. Struthers		
SIGNATURE:	/James F. Struthers/		
DATE SIGNED:	10/24/2019		
Total Attachments: 16			
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Assignment Agreement TSOLogic IP

This **Assignment Agreement** (this “**Agreement**”), effective as of **January 1, 2019** (the “**Effective Date**”), is by and between **Amazon Canada Fulfillment Services, ULC** (“**Assignor**”), an **Unlimited Liability Corporation** having its principal place of business in **Canada**, and **A9.com, Inc.** (“**Assignee**”), a **Corporation** having its principal place of business in the **United States**. Assignor and Assignee are collectively referred to as the “**Parties**”, and each individually is a “**Party**.”

RECITALS

WHEREAS, the Parties desire to assign certain intellectual property rights as defined in **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions

The following definitions apply to all sections of this Agreement:

1.1 “**Affiliate**” means, with respect to either Party, any person or entity controlling, under the control of, or under common control, with that Party.

1.2 “**Assignor Intellectual Property**” means, unless otherwise provided in **Exhibit A**:

(a) any and all intellectual property rights throughout the world, owned or otherwise held by Assignor, whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, including but not limited to:

(i) copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks, trade names, service marks, World Wide Web domain names, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data) and databases and any other intellectual property and/or proprietary rights;

(ii) any application or right to apply for any of the rights referred to in this clause;
and

(iii) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect;

(b) any and all intellectual property related to the rights referred to in this clause (including the right to reproduce, publically perform, publically display, promote and distribute) that is licensed, transferred or assigned to Assignor by any third party or Assignor Affiliate; and

(c) any and all Derivative Works assigned to Assignor pursuant to Section 2 of this Agreement.

1.3 **"Derivative Works"** means any and all new works created by or for Assignor from preexisting material contained within or as a result of access to and use of the Assignor Intellectual Property including, but not limited to:

(a) for copyrightable or copyrighted material, any modification, correction, addition, translation, portation, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted;

(b) for patentable or patented material, any modification or addition thereof or any improvement thereon; and

(c) for any other Assignor Intellectual Property, any modification, extension, or addition thereof.

Other initially capitalized terms used in this Agreement have the meanings as described or defined within the text of this Agreement.

2. Assignment & Ownership; Assumption

2.1 Assignment. Assignor hereby irrevocably, solely and exclusively assigns and transfers to Assignee, its successors, and its assigns, all right, title, and interest in and to the Assignor Intellectual Property. To the extent any of Assignor's rights in the Assignor Intellectual Property, including without limitation to any moral rights, are not subject to assignment under this Agreement, Assignor hereby irrevocably and unconditionally waives all enforcement of such rights against Assignee. As used in this Agreement, "all right, title, and interest in and to the Assignor Intellectual Property" includes all rights and causes of action for infringement, misappropriation, violation, misuse, dilution, unfair trade practice and other rights and causes of action associated with Assignor Intellectual Property and, with respect to any trademarks and trade names, all goodwill associated therewith.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Assumption. Assignee hereby:

(a) irrevocably and unconditionally accepts the assignment set forth in Section 2.1 hereof (including without limitation all right, title, and interest related thereto);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Consideration

Assignor and Assignee hereby mutually agree that the Assignor Intellectual Property is assigned to Assignee in accordance with Section 2 of this Agreement in consideration of Assignee paying to Assignor an amount as provided in Exhibit B.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. General

6.1 Governing Law. This Agreement is governed by and will be construed in accordance with the laws set forth in State of Washington. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the courts located in State of Washington, and each Party irrevocably consents to the exercise of jurisdiction by said courts over it. In such a dispute, legal process may be served upon Assignor or Assignee in the same manner as provided in this Agreement for delivery of non-electronic notices.

[REDACTED]

6.3 Binding Affect; Assignment. This Agreement shall inure to the benefit of and is binding upon the Parties and their respective successors and assigns. Any Party may assign its rights

and obligations under this Agreement without the other Parties' consent provided the assignee is an Affiliate of the assignor.

6.4 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement.

6.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions remain in full force and effect.

6.6 Further Assurances. Each Party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the purposes of this Agreement.

[REDACTED]

[REDACTED]

6.9 No Third-Party Beneficiaries. This Agreement is executed for the benefit of no person or entity other than Assignee and Assignor.

6.10 Section Headings. The section headings used in this Agreement are intended for convenience only and do not supersede or modify any provisions.

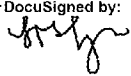
6.11 Exhibits Additional Terms and Definitions. **Exhibit A** (and any other Exhibits) to this Agreement contains additional terms, conditions and definitions that shall be an integral part of this Agreement and are given the same legal validity as this Agreement.

6.12 Entire Agreement. This Agreement (including its Exhibits) may not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignee and Assignor by their respective duly authorized representatives.

6.13 Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

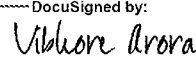
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

**Amazon Canada Fulfillment
Services, ULC**

DocuSigned by:

By: [5CCE7F83477E4C9...]
Name: Susan Jong
Title: Vice President

Dated: July 1, 2019

A9.com, Inc.

DocuSigned by:

By: [75C6AA806C924BD...]
Name: Vibhore Arora
Title: Director

Dated: July 3, 2019

Exhibit A
Intellectual Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.3: Registered Company IP: Trademarks

Docket No.	Ctry	Mark	Status	App. No.	File Date	Reg. No.	Reg. Date	Next Action
39KP-197694	US	TSO	Granted	85/970,576	06/26/13	4,562,623	07/08/14	5 year affidavit of use due 07/08/19

Exhibit B

Consideration Amount

[REDACTED]