

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554192

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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 |
| Stipendium Passiva LLC | | 12/19/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Web Deals Direct LLC | | |
| Street Address: | 8543 Twickenham Terrace | | |
| City: | Harrisburg | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28075 | | |
| Entity Type: | Limited Liability Company: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5673194 | VORFREUDE | |
| 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: | 2403519944 | | |
| Email: | trademark@johnston-legal.com | | |
| Correspondent Name: | Matthew S Johnston | | |
| Address Line 1: | 122 East Patrick Street, #103 | | |
| Address Line 4: | Frederick, MARYLAND 21701 | | |
| NAME OF SUBMITTER: | Matthew S Johnston | | |
| SIGNATURE: | /Matthew S Johnston/ | | |
| DATE SIGNED: | 12/19/2019 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 5673194

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is entered into as of December __, 2019, is made by Stipendium Passiva LLC ("Assignor"), in favor of Web Deals Direct LLC, a North Carolina limited liability company ("Assignee").

WHEREAS, Assignor is entering into a Unit Repurchase Agreement, dated the date hereof (the "Repurchase Agreement"), by and between Assignor and Assignee, pursuant to which Assignee will purchase all of the issued and outstanding Class L Membership Interests of Assignee held by Assignor.

WHEREAS, under the terms of the Repurchase Agreement, Assignor has agreed to execute and deliver this Trademark Assignment with respect to the trademark registrations set forth on Schedule 1 hereto (the "Assigned Trademark"), for recording with the United States Patent and Trademark Office or any other appropriate international trademark offices.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely, unconditionally, and irrevocably sells, grants, conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all goodwill associated therewith.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other appropriate governmental authority of any international trademark offices, as applicable, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Repurchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Repurchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Repurchase 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 Repurchase Agreement and the terms hereof, the terms of the Repurchase Agreement shall govern.

4. Electronic Delivery. This Trademark Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto and thereto, to the extent signed and delivered by means of email, a facsimile machine, or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement, or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Delaware (without

reference to any choice of law rules that would require the application of the laws of any other jurisdiction).

7. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REGULATIONS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

8. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

STIPENDIUM PASSIVA LLC

DocuSigned by:
David Sullivan
By: _____
Name: David Sullivan
Title: Authorized Signatory

Date: _____

SCHEDULE 1

Assigned Trademarks

| Mark | Jurisdiction | Registration Number |
|-------------|---------------------|----------------------------|
| Vorfreude | USA | 5673194 |
| Vorfreude | UK | UK00003302373 |