

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comcast Corporation		05/08/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Blockgraph		
Street Address:	1407 Broadway		
Internal Address:	Floor 12		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87748257	BLOCKGRAPH	
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:	2152868661		
Email:	maritsa_wagner@comcast.com		
Correspondent Name:	Maritsa Wagner		
Address Line 1:	1701 John F. Kennedy Blvd.		
Address Line 2:	One Comcast Center, 48th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19090		
NAME OF SUBMITTER:	Maritsa Wagner		
SIGNATURE:	/MaritsWagner/		
DATE SIGNED:	05/12/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“Assignment”) is made and entered into as of the 8th day of May, 2020, by and between Blockgraph, LLC, a Delaware limited liability company (“Assignee”), on the one hand, and Comcast Corporation, a Pennsylvania corporation (“Assignor”), on the other hand.

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to the trademarks identified on Schedule A (collectively, the “Blockgraph Trademarks”);

WHEREAS, Assignor’s Affiliate and Assignee are parties to that certain Contribution Agreement of even date herewith (the “Contribution Agreement”);

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Contribution Agreement;

WHEREAS, pursuant to Paragraph 1 of the Contribution Agreement, Assignor’s Affiliate, acting on behalf of Assignor, has agreed to sell, contribute, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s direct or indirect right, goodwill, title and interest in, to and under the Blockgraph Trademarks;

WHEREAS, upon the execution of this Assignment and the Contribution Agreement, Assignee will be the successor to the portion of Assignor’s and its Affiliates’ ongoing and existing business to which the Blockgraph Trademarks pertain; and

WHEREAS, this Assignment, as duly executed by Assignee and Assignor, is being delivered as of the date hereof and will be recorded with the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, contributes, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as all rights in and to the goodwill of the business symbolized by, the Blockgraph Trademarks, together with all renewals thereof, as well as all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Blockgraph Trademarks, all causes of action (whether in law or in equity) with respect to the Blockgraph Trademarks, and the right to sue, counterclaim, and recover for past, present and future infringement or other violation of the rights assigned under this Assignment; and any and all United States and foreign trademark (or service mark) registrations which may be issued on same in the future, in each case, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, contribution, assignment, transfer, conveyance and delivery had not been made.

Pursuant to the Contribution Agreement, Assignee is the successor to the portion of Assignor's and its Affiliates' ongoing and existing business to which the Blockgraph Trademarks pertain.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the Blockgraph Trademarks, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Assignment is executed and delivered pursuant to the Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Contribution Agreement.

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the law of the State of Delaware, without regard to conflicts of law rules of such state that would refer any issue in a Dispute to the substantive laws of another jurisdiction. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Assignment.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the date first set forth above.

“ASSIGNEE”

BLOCKGRAPH, LLC

DocuSigned by:
Jason Manningham

By: _____
Name: Jason Manningham
Title: Chief Executive Officer

“ASSIGNOR”

COMCAST CORPORATION

DocuSigned by:
Robert Eatroff

By: _____
Name: Robert Eatroff
Title: Executive Vice President

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application or Registration Number</u>
BLOCKGRAPH	United States	87/748,257
BLOCKGRAPH	European Union	1417725
BLOCKGRAPH	International Register	1417725