

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582672

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900554246		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
News America Marketing Properties L.L.C.		05/05/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CB Neptune Holdings, LLC		
<b>Street Address:</b>	20 Westport, #100		
<b>City:</b>	Wilton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06897		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843673	51	
<b>Registration Number:</b>	5825239	CHECKOUT 51	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173214418		
<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>			
<b>Phone:</b>	617-570-1416		
<b>Email:</b>	patentBOS@goodwinlaw.com,dbentley@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER, LLP		
<b>Address Line 1:</b>	100 NORTHERN AVENUE		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	143862-306605		
<b>NAME OF SUBMITTER:</b>	Denise Bentley		
<b>SIGNATURE:</b>	/Denise Bentley/		
<b>DATE SIGNED:</b>	06/23/2020		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 5th day of May, 2020, by and between News America Marketing Digital L.L.C., a Delaware limited liability company (the "Company"), and CB Neptune Holdings, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Company holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A and incorporated by reference (the "Marks").

WHEREAS, News Preferred Holdings Inc., a Delaware corporation, News Corporation, a Delaware corporation, CB Neptune Canada Sub Inc., a British Columbia corporation, and Buyer have entered into that certain Share and Asset Purchase Agreement, dated March 31, 2020 (the "Purchase Agreement") pursuant to which Buyer is acquiring all of Company's right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), together with the goodwill of the business symbolized thereby.

WHEREAS, Company now wishes to assign the Marks to Buyer, and Buyer is desirous of acquiring the Marks from Company, together with the goodwill of the business symbolized thereby.

WHEREAS, Company is conveying the Marks to Buyer as part of the Transferred Assets.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Company does hereby sell, assign, convey and transfer unto Buyer, its successors, assigns, and legal representatives, Company's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

Company further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Buyer is hereby

authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

The Company hereby further assigns, transfers and conveys to the Buyer any and all claims that Company may hold for damages for reason of past, present or future infringement of the Marks.

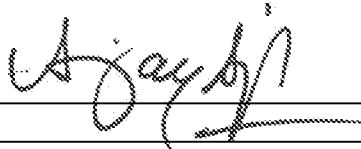
No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Company and Buyer, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Company or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties hereunder with respect to the Marks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

**News America Marketing  
Digital L.L.C.:**  
Name: Ajay Singh  
Signature:  
Title: Chief Operating Officer



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**CB Neptune Holdings, LLC:**  
Name:  
Signature:  
Title:

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**CB Neptune Holdings, LLC:**

Name:

Signature:

Title:

DocuSigned by:  
Brandon C. White  
*Brandon C. White*  
President  
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**SCHEDULE A**

<b>Mark</b>	<b>Serial No. / Filing Date</b>	<b>Registration No. / Registration Date</b>	<b>Country</b>
51 (stylized and/or with Design)	1655398 / Dec 9 2013	TMA907184 / Jun 25 2015	Canada
51 (stylized and/or with Design)	86/142,225 / Dec 12 2013	4,843,673 / Nov 3 2015	USA
CHECKOUT 51	1,930,462 / Nov 14 2018	Pending	Canada
CHECKOUT 51	88/193,342 / Nov 14 2018	5,825,239 / Aug 6 2019	USA

*Schedule A to Trademark Assignment*