

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/18/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Freebird Incorporated		08/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One Financial Corporation
Street Address:	1680 Capital One Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87126894	FREEBIRD

CORRESPONDENCE DATA

Fax Number: 8042842497

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.

Phone: 804-389-5361

Email: trademarks@capitalone.com

Correspondent Name: Capital One Financial Corporation

Address Line 1: 15000 Capital One Drive

Address Line 2: 12077-0470 / Trademarks

Address Line 4: Richmond, VIRGINIA 23238

NAME OF SUBMITTER:	Christopher Ott
SIGNATURE:	/chrisott/
DATE SIGNED:	08/24/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of August 18, 2020, by and among **FREEBIRD, INC.**, a Delaware corporation ("Assignor") and **CAPITAL ONE FINANCIAL CORPORATION**, a Delaware corporation ("Assignee," and together with Assignor, the "Parties," and each a "Party"). All capitalized terms used in this Trademark Assignment but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Capital One Services, LLC and, solely for purposes of certain provisions of the Purchase Agreement (defined below), Ethan Bernstein, Dan Kaufman and Travis Kirk Lowry, have entered into that certain Asset Purchase Agreement dated as of July 23, 2020 (the "Purchase Agreement");

WHEREAS, Assignor is engaged in the business of (a) providing travelers with notifications relating to air travel, including weather, flight updates, flight delays, canceled flights or missed flight connections and (b) rebooking flights for travelers (the "Business");

WHEREAS, Assignor is the sole owner of the trademarks set forth on Exhibit A, including all common law rights and all other rights to the trademarks together with the goodwill of the Business symbolized thereby (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of the Acquired Assets, including but not limited to the Marks, and Assignee desires to acquire the Marks.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth in this Trademark Assignment and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned Trademarks. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, without any reservation of rights, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Marks for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, along with the portion of the Business to which the Marks pertain, the goodwill of the Business relating to the Marks, and all income, royalties, damages and payments with respect thereto earned or accrued (including damages and payments for infringements thereof, and the right to sue and recover for infringements thereof).

2. Further Action. Assignor agrees to promptly execute and deliver at the reasonable request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may reasonably request in order to vest all right, title and interest in and to the Marks over to Assignee, and to

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provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee.

3. Terms of Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Recordation and Registration of Agreement. Assignee may record this Trademark Assignment with the United States Patent and Trademark Office or with any other national trademark office in any jurisdiction in which any Mark has been registered or applied for registration. All costs associated with any such registrations or recordations shall be paid by Assignee.

5. Binding Effect. This Trademark Assignment shall be binding upon Assignee and Assignor, their Affiliates and their respective successors and permitted assigns, if any, and shall inure to the benefit of Assignee and Assignor and their Affiliates and their respective successors and assigns, if any.

6. Other. The following Sections of the Purchase Agreement are incorporated into this Trademark Assignment by reference, *mutatis mutandis*: Section 11.2 (No Third-Party Beneficiaries), Section 11.3 (Entire Agreement), Section 11.4 (Succession and Assignment), Section 11.5 (Counterparts), Section 11.6 (Headings), Section 11.7 (Notices), Section 11.8 (Governing Law; Venue), Section 11.9 (Waiver of Jury Trial), Section 11.10 (Specific Performance), Section 11.11 (Amendments and Waivers), Section 11.12 (Severability), Section 11.13 (Expenses) and Section 11.15 (Construction).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

FREEBIRD, INC.

By: Ethan E. Bernstein
Name: Ethan Bernstein
Title: Chief Executive Officer

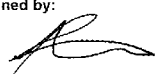
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007032 FRAME: 0496


IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNEE:

**CAPITAL ONE FINANCIAL
CORPORATION**

DocuSigned by:

By: _____
Name: Murray P. Abrams
Title: Executive Vice President,
Corporate Development

**EXHIBIT A
TRADEMARKS**

Trademark	Application No.	Classes
FREEBIRD	87/126894	9, 39, 42
Wing Logo	Unregistered	N/A
	Unregistered	N/A