# OP \$40.00 4027303

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM594721

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                            |
|-----------------|----------|----------------|--|
| WebPagetest LLC |          | 08/28/2020     | Limited Liability Company:<br>VIRGINIA |

# **RECEIVING PARTY DATA**

| Name:             | Catchpoint Systems, Inc. |  |
|-------------------|--------------------------|--|
| Street Address:   | 150 W. 30th Street       |  |
| Internal Address: | Third floor              |  |
| City:             | New York                 |  |
| State/Country:    | NEW YORK                 |  |
| Postal Code:      | 10001                    |  |
| Entity Type:      | Corporation: DELAWARE    |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 4027303 | WEBPAGETEST |

# **CORRESPONDENCE DATA**

**Fax Number:** 2123553333

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:** 212-813-8800

Email: NY-TM-Admin@goodwinprocter.com
Correspondent Name: Goodwin Procter LLC/Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 4: New York, NEW YORK 10018

| NAME OF SUBMITTER: | Janis Nici   |
|--------------------|--------------|
| SIGNATURE:         | /janis nici/ |
| DATE SIGNED:       | 08/28/2020   |

# **Total Attachments: 3**

source=Catchpoint\_WPT - Notice of Trademark Assignment Executed#page1.tif source=Catchpoint\_WPT - Notice of Trademark Assignment Executed#page2.tif source=Catchpoint\_WPT - Notice of Trademark Assignment Executed#page3.tif

# TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective this 28th day of August, 2020, by and between WebPagetest LLC, a limited liability company organized and existing under the laws of Virginia, and having a usual place of business at 42760 Gideon Lane, South Riding, VA 20152 ("<u>Assignor</u>"), and Catchpoint Systems, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 150 W. 30th Street, Third Floor, New York, NY 10001 ("<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in and to the trademark "WEBPAGETEST", registered with the United States Patent & Trademark Office, Registration No. 4027303 (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

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:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (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 Assignee, 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 Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered 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 Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: WEBPAGETEST LLC

| By:       | Patrick Meenan           |
|-----------|--------------------------|
| Name      | : Patrick Meenan         |
| Title:    | Sole Member              |
| ASSIGNEE: | CATCHPOINT SYSTEMS, INC. |
| By:       |                          |
| Name      | : Mehdi Daoudi           |
| Title:    | Chief Executive Officer  |

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: WEBPAGETEST LLC

By:\_\_\_\_\_

Name: Patrick Meenan Title: Sole Member

ASSIGNEE: CATCHPOINT SYSTEMS, INC.

By: catchpool: Mond Spools

**RECORDED: 08/28/2020** 

Name: Mehdi Daoudi

Title: Chief Executive Officer