

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retailer Web Services, LLC		11/02/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Retailer Web Services II, LLC		
Street Address:	609 N Liberty Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4959497	RETAILDECK	
Registration Number:	4986762	WEBFRONTS	
Registration Number:	5608638	ADROCKET	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	GRIR-055-021		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	11/03/2020		
Total Attachments: 4			
source=20201103 GRIR055 TAssignment agreement#page1.tif			
source=20201103 GRIR055 TAssignment agreement#page2.tif			

CH \$90.00 4959497

source=20201103 GRIR055 TAssignment agreement#page3.tif
source=20201103 GRIR055 TAssignment agreement#page4.tif

U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT ("Assignment"), effective as of November 2, 2020, is made and entered into by and between Retailer Web Services, LLC, an Arizona limited liability company ("Assignor") and Retailer Web Services II, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the United States trademark registrations identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Unit Purchase Agreement, dated as of February 22, 2018, by and among Local Retail Solutions, a Delaware limited liability company, Assignor, Assignee, James H. Kane, Jr., an individual and Lenard W. Conlon, an individual, the Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's worldwide rights, title, and interests in and to the Trademarks, including without limitation (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

Retailer Web Services, LLC

By:  _____
Name: Jim Kane
Title: Manager

Retailer Web Services II, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

Retailer Web Services, LLC

By: _____

Name:

Title:

Retailer Web Services II, LLC

By:  _____

Name: Joe Dennen

Title: Chief Financial Officer & Treasurer

[Signature Page to U.S. Trademark Assignment]

Schedule A

Trademarks	Registration/Application Number
RETAILDECK	4959497/ 86741466
WEBFRONTS	4986762/ 86741474
ADROCKET	5608638/ 87775864