

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digimagination, LLC		08/27/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Digital Room LLC		
Street Address:	8000 Haskell Avenue		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91406		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3918382	ESIGNS	
Registration Number:	4858570	ESIGNS.COM	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@lkpgl.com		
Correspondent Name:	Prospera Law, LLP		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	11/25/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of August 27, 2020 by and between Digimagination, LLC, a Texas limited liability company (“Assignor”), and Digital Room LLC, a California limited liability company (“Assignee” and together with Assignor, the “Parties”). Except as otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee and the other signatories thereto.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, pursuant to which Assignee has agreed to purchase all rights, title and interests in and to the Acquired Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, all of Assignor’s rights, title and interests in and to the Intellectual Property included in the Acquired Assets (the “Seller Intellectual Property”), free and clear of all Liens.

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s rights, title and interests in and to the following, free and clear of all Liens:

(a) the Seller Intellectual Property in accordance with the Purchase Agreement, along with any and all registrations and applications for the Seller Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Seller Intellectual Property identified on Schedule 1 attached hereto;

(b) all goodwill of any business associated and connected with the Seller Intellectual Property or symbolized thereby; and

(c) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Seller Intellectual Property everywhere in the world.

2. Assignor will provide to Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Seller Intellectual Property; and (b) in the implementation and perfection of this Agreement.

3. Assignor will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Seller Intellectual Property to Assignee. In relation to the domain names identified on Schedule 1 hereto, Assignor agrees to cooperate with Assignee to take all actions and provide to Assignee all items reasonably necessary to initiate and complete the electronic transfer process from Assignor's account to Assignee's account, including, without limitation, providing Assignee with the applicable transfer authorization codes to allow Assignee to initiate the process for and effect the online transfer. Assignee shall initiate the transfer of the domain names from Assignor to Assignee with Assignee's registrar of choice. Assignor hereby authorizes and requests the applicable registration authority to transfer the domain names from Assignor to Assignee.

5. This Agreement is being delivered in connection with and subject to the Purchase Agreement, and, to the extent of any conflict between this Agreement and the Purchase Agreement, the Asset Agreement shall govern and control.

6. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Seller Intellectual Property assigned to Assignee hereunder.

7. This Agreement may be signed in any number of counterparts and all such counterparts shall be read together and construed as one and the same document. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .pdf or other electronic transmission, will be treated in all manner and respects as an original contract and shall constitute admissible evidence of the existence and binding effect of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

9. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties or their respective successors and permitted assigns, any rights, remedies, or liabilities under or by reason of this Agreement.

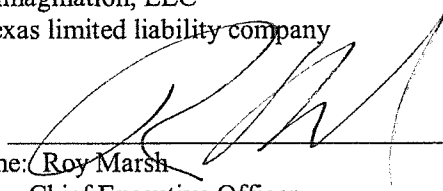
10. Any notice, request, or other document to be given hereunder to any Party shall be given in the manner specified in Section 11.3 of the Purchase Agreement.

11. This Agreement, together with the Purchase Agreement and the other exhibits and documents referred to in the Purchase Agreement, contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof, which such prior agreements, understandings, representations and statements, oral or written, shall be of no further force or effect.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

The parties to this Agreement have caused it to be executed and delivered as of the date first written above.

Digimagination, LLC
a Texas limited liability company

By: 
Name: Roy Marsh
Title: Chief Executive Officer

Digital Room LLC
a California limited liability company

By: _____
Name: Brett Zane
Title: Chief Financial Officer

The parties to this Agreement have caused it to be executed and delivered as of the date first written above.

Digimagination, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Digital Room LLC
a California limited liability company

By:  _____
Name: Brett Zane
Title: Chief Financial Officer

SCHEDULE 1
Seller Intellectual Property

All Intellectual Property set forth on Schedule 2.12(a) to the Purchase Agreement.

Schedule 2.12
Intellectual Property

(a)

Domain Name	Status	Expiration Date	Auto-renew	Privacy	Lock
ALPHABETFOAMLETTERS.COM	Active	6/9/2023	On	Public	Locked
ALPHABETFOAMLETTERS.INFO	Active	6/9/2020	On	Public	Locked
ALPHABETFOAMLETTERS.NET	Active	6/9/2022	On	Public	Locked
ALPHABETFOAMLETTERS.ORG	Active	6/9/2022	On	Public	Locked
AMERICANVAPORY.COM	Active	4/17/2020	Off	Public	Locked
AMERICANVAPORY.NET	Active	4/17/2020	Off	Public	Locked
BANNERBARON.NET	Active	6/7/2021	On	Public	Locked
BANNERSFASTEASYSHEAP.COM	Active	6/11/2021	On	Public	Locked
barebanner.com	Active	10/31/2021	On	Public	Locked
barebanner.info	Active	10/31/2021	On	Public	Locked
barebanner.net	Active	10/31/2021	On	Public	Locked
barebanner.org	Active	10/31/2021	On	Public	Locked
barebanners.com	Active	10/31/2021	On	Public	Locked
barebanners.info	Active	10/31/2021	On	Public	Locked
barebanners.net	Active	10/31/2021	On	Public	Locked
barebanners.org	Active	10/31/2021	On	Public	Locked
barebonebanner.com	Active	10/31/2021	On	Public	Locked
barebonebanner.info	Active	10/31/2021	On	Public	Locked
barebonebanner.net	Active	10/31/2021	On	Public	Locked
barebonebanner.org	Active	10/31/2021	On	Public	Locked
barebonebanners.com	Active	10/31/2021	On	Public	Locked
barebonebanners.info	Active	10/31/2021	On	Public	Locked
barebonebanners.net	Active	10/31/2021	On	Public	Locked
barebonebanners.org	Active	10/31/2021	On	Public	Locked
barebonesbanner.com	Active	10/31/2021	On	Public	Locked
barebonesbanner.info	Active	10/31/2021	On	Public	Locked
barebonesbanner.net	Active	10/31/2021	On	Public	Locked
barebonesbanner.org	Active	10/31/2021	On	Public	Locked
barebonesbanners.com	Active	10/31/2021	On	Public	Locked
barebonesbanners.info	Active	10/31/2021	On	Public	Locked
barebonesbanners.net	Active	10/31/2021	On	Public	Locked
barebonesbanners.org	Active	10/31/2021	On	Public	Locked
BARONSBEST.NET	Active	6/8/2020	On	Public	Locked
BESTBACKDROPSTAND.COM	Active	11/21/2020	On	Public	Locked
BESTBACKDROPSTAND.NET	Active	11/21/2020	On	Public	Locked
BIGTALLCOLOR.COM	Active	2/11/2020	On	Private	Locked
BIGTALLCOLOR.INFO	Active	2/11/2020	On	Private	Locked
BIGTALLCOLOR.NET	Active	2/11/2020	On	Private	Locked
BIGTALLCOLOR.ORG	Active	2/11/2020	On	Private	Locked
BILLYSCUSTOMCASTLES.COM	Active	3/5/2020	On	Public	Locked
BUILDYOURMILITARYBANNER.COM	Active	11/19/2020	On	Private	Locked
CANVAS-KIOSK.COM	Active	7/10/2021	On	Public	Locked
CANVAS-KIOSK.NET	Active	7/10/2020	On	Public	Locked
CANVAS2TRADE.COM	Active	7/2/2021	On	Public	Locked

CANVAS2TRADE.NET	Active	7/2/2021	On	Public	Locked
CANVAS4TRADE.COM	Active	7/2/2021	On	Public	Locked
CANVAS4TRADE.NET	Active	7/2/2021	On	Public	Locked
CANVASCANVAS.COM	Active	9/29/2020	On	Public	Locked
CANVASMYPANVAS.COM	Active	6/24/2021	On	Public	Locked
CANVASMYPANVAS.NET	Active	6/24/2021	On	Public	Locked
CANVASPRINTPROS.COM	Active	6/19/2021	On	Public	Locked
CANVASPRINTPROS.NET	Active	6/19/2021	On	Public	Locked
CHEAPBANNERSCHEAP.COM	Active	2/28/2020	On	Public	Locked
CHEAPBANNERSCHEAP.INFO	Active	2/28/2020	On	Public	Locked
CHEAPBANNERSCHEAP.NET	Active	2/28/2020	On	Public	Locked
CHEAPBOXESCHEAP.CO	Active	1/19/2020	On	Public	Locked
CHEAPBOXESCHEAP.COM	Active	1/19/2020	On	Public	Locked
CHEAPBOXESCHEAP.INFO	Active	1/20/2020	On	Public	Locked
CHEAPBOXESCHEAP.NET	Active	1/19/2020	On	Public	Locked
CHEAPSIGNSCHEAP.COM	Active	2/28/2020	On	Public	Locked
CHEAPSIGNSCHEAP.INFO	Active	2/28/2020	On	Public	Locked
CHEAPSIGNSCHEAP.NET	Active	2/28/2020	On	Public	Locked
CLIPARTYES.COM	Active	10/10/2020	On	Public	Locked
CUSTOMMAGNETPRINTING.COM	Active	11/17/2020	On	Public	Locked
custompolebanners.com	Active	7/23/2024	On	Public	Locked
custompolebanners.info	Active	7/23/2022	On	Public	Locked
custompolebanners.net	Active	7/23/2022	On	Public	Locked
custompolebanners.org	Active	7/23/2022	On	Public	Locked
CUTOUTLETTERING.COM	Active	6/9/2022	On	Public	Locked
CUTOUTLETTERING.INFO	Active	6/9/2020	On	Public	Locked
CUTOUTLETTERING.NET	Active	6/9/2022	On	Public	Locked
CUTOUTLETTERING.ORG	Active	6/9/2022	On	Public	Locked
DARETOCOMPARE.NET	Active	6/26/2020	On	Private	Locked
DECALS2TRADE.COM	Active	10/28/2020	On	Public	Locked
DIGIMAGINATION.COM	Active	6/30/2020	On	Private	Locked
DIGIMAGINATION.NET	Active	6/30/2020	On	Public	Locked
DIGIMAGINATION.ORG	Active	6/30/2020	On	Public	Locked
DISPLAYS2TRADE.COM	Active	11/5/2020	On	Public	Locked
DISPLAYS2TRADE.NET	Active	11/5/2020	On	Public	Locked
ESIGNCADE.COM	Active	6/19/2022	On	Public	Locked
ESIGNCADE.NET	Active	6/19/2022	On	Public	Locked
esigns.co	Active	8/14/2020	On	Private	Locked
ESIGNS.COM	Active	6/24/2024	On	Private	Locked
ESIGNS.INFO	Active	6/16/2021	On	Public	Locked
ESIGNS.NET	Active	12/11/2020	On	Public	Locked
ESIGNS.ORG	Active	8/5/2020	On	Public	Locked
ESIGNS4.US	Active	5/18/2021	On	Public	Locked
EXHIBITS2TRADE.COM	Active	11/5/2020	On	Public	Locked
EXHIBITS2TRADE.NET	Active	11/5/2020	On	Public	Locked
EXHIBITSTOMORROW.COM	Active	11/14/2020	On	Public	Locked
EXHIBITSTOMORROW.NET	Active	11/14/2020	On	Public	Locked

EXHIBITMORROW.COM	Active	11/5/2020	On	Public	Locked
EXHIBITMORROW.NET	Active	11/5/2020	On	Public	Locked
fencebanners.com	Active	3/27/2021	On	Public	Locked
FOAMLETTERSNOW.COM	Active	3/22/2020	On	Public	Locked
FOAMLETTERSNOW.NET	Active	3/22/2020	On	Public	Locked
FOAMLETTERSUSA.COM	Active	6/16/2020	On	Public	Locked
FOAMWALLETTERS.COM	Active	6/9/2022	On	Public	Locked
FOAMWALLETTERS.INFO	Active	6/9/2020	On	Public	Locked
FOAMWALLETTERS.NET	Active	6/9/2022	On	Public	Locked
FOAMWALLETTERS.ORG	Active	6/9/2022	On	Public	Locked
FREEMILITARYBANNER.COM	Active	11/19/2020	On	Private	Locked
GOESIGNS.COM	Active	5/3/2020	On	Public	Locked
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goofproofguaranteed.info	Active	2/14/2021	On	Public	Locked
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hurricanebanner.org	Active	7/6/2020	On	Public	Locked
hurricanebanner.us	Active	7/6/2020	On	Public	Locked
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hurricanebanners.info	Active	7/6/2020	On	Public	Locked
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hurricanebanners.org	Active	7/6/2020	On	Public	Locked
hurricanebanners.us	Active	7/6/2020	On	Public	Locked
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loveyourblue.com	Active	9/2/2021	On	Public	Locked
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loveyourblue.net	Active	9/2/2020	On	Public	Locked
loveyourblue.org	Active	9/2/2020	On	Public	Locked
loveyourblue.us	Active	9/1/2020	On	Public	Locked
MYKIDONCANVAS.COM	Active	7/1/2021	On	Public	Locked
MYKIDONCANVAS.NET	Active	7/1/2020	On	Public	Locked
MYKIDSONCANVAS.NET	Active	7/1/2021	On	Public	Locked
NUDEONCANVAS.NET	Active	7/1/2021	On	Public	Locked
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polepocketbanners.info	Active	7/23/2022	On	Public	Locked

polepocketbanners.net	Active	7/23/2022	On	Public	Locked
polepocketbanners.org	Active	7/23/2022	On	Public	Locked
POSTERS2TRADE.COM	Active	7/12/2021	On	Public	Locked
POSTERS2TRADE.NET	Active	7/12/2020	On	Public	Locked
PRINTING2TRADE.COM	Active	11/5/2020	On	Public	Locked
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QUICKCUSTOMCANVAS.ORG	Active	6/20/2021	On	Public	Locked
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SIGNS2TRADE.COM	Active	12/18/2024	On	Private	Locked
SIGNS2TRADE.NET	Active	11/9/2020	On	Public	Locked
STICKERGALLERY.NET	Active	11/9/2020	On	Public	Locked
STICKERSBYTHEROLL.COM	Active	11/9/2020	On	Public	Locked
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TEESTOMORROW.BIZ	Active	6/26/2022	On	Public	Locked
TEESTOMORROW.CO	Active	6/26/2022	On	Public	Locked
TEESTOMORROW.COM	Active	6/27/2022	On	Public	Locked
TEESTOMORROW.INFO	Active	6/27/2022	On	Public	Locked
TEESTOMORROW.NET	Active	6/27/2022	On	Public	Locked
TEESTOMORROW.ORG	Active	6/27/2022	On	Public	Locked
THEAMERICANVAPORY.COM	Active	4/17/2020	Off	Public	Locked
THEAMERICANVAPORY.NET	Active	4/17/2020	Off	Public	Locked
THEMARKETINGDEPARTMENT.NET	Active	9/21/2020	On	Public	Locked
THEPOSTERPEOPLE.NET	Active	8/20/2021	On	Public	Locked
THUNDERWALLS.COM	Active	2/11/2020	On	Private	Locked
THUNDERWALLS.INFO	Active	2/11/2020	On	Private	Locked
THUNDERWALLS.NET	Active	2/11/2020	On	Private	Locked
THUNDERWALLS.ORG	Active	2/11/2020	On	Private	Locked
TRADEONLYSIGNS.COM	Active	7/2/2022	On	Public	Locked
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TRADEONLYSIGNS.NET	Active	7/2/2022	On	Public	Locked
TRADEONLYSIGNS.ORG	Active	7/2/2022	On	Public	Locked
TRADESIGNSONLY.COM	Active	12/18/2020	On	Public	Locked
TRUCKMAGNETS.COM	Active	10/23/2020	On	Public	Locked
VINYL-BANNERS.COM	Active	4/17/2020	On	Public	Locked
weloveblue.net	Active	9/2/2020	On	Public	Locked
weloveblue.us	Active	9/1/2020	On	Public	Locked
WORLDBESTBACKDROPSTAND.COM	Active	11/21/2020	On	Public	Locked
WORLDBESTBACKDROPSTAND.NET	Active	11/21/2020	On	Public	Locked

ESIGNS – Standard character mark

Esigns.com – Design plus words, letters and/or numbers

(b) None

(c) None

(e) None

(f) None

(g)

