

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlumRiver, LLC		12/31/2020	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Emerald X, LLC		
Street Address:	100 Broadway		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87034352	PLUMRIVER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	teas@friedfrank.com		
Correspondent Name:	Kimberly Mihovics		
Address Line 1:	One New York Plaza		
Address Line 2:	Floor 27		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Kimberly Mihovics		
SIGNATURE:	/Kimberly Mihovics/		
DATE SIGNED:	01/06/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”), dated as of December 31, 2020 (the “Effective Date”), is entered into by PlumRiver, LLC, a Pennsylvania limited liability company (“Seller”) and Emerald X, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Buyer, dated as of the Effective Date (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Assets (as such term is defined therein) (the “Acquisition”); and

WHEREAS, in connection with the Acquisition, Seller has agreed to assign to Buyer, and Buyer has agreed to acquire from Seller, all of Seller’s right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto (“Assigned Trademarks”); those certain internet domain name registrations identified on Schedule B attached hereto (“Assigned Domain Names”); and those certain copyright registrations identified on Schedule C attached hereto (“Assigned Copyrights”).

ACCORDINGLY, Buyer and Seller agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
2. Conveyance and Acceptance of Assigned Trademarks. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks.
3. Conveyance and Acceptance of Assigned Domain Names. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Entities and Registering Authorities (defined below) with respect to such Assigned Domain Names.
4. Conveyance and Acceptance of Assigned Copyrights. Seller hereby sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Government Entities with respect to such Assigned Copyrights.

5. Recordation and Authorization.

- a. Seller hereby authorizes and requests that the Commissioner for Trademarks and the Register of Copyrights record this Assignment. Seller shall take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Trademarks, Assigned Domain Names, and Assigned Copyrights.
- b. Seller hereby acknowledges that each Internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Buyer ownership of and administrative contact for all of the Assigned Domain Names.
- c. Seller represents and warrants that the user names and passwords set forth on Schedule B are accurate and complete and will enable Buyer to assume control of the Assigned Domain Names.
- d. Without limiting Section 5(a), at Buyer's request, Seller will cooperate with Buyer to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment of the Assigned Domain Names contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) take reasonable actions and execute and deliver documents that Buyer may request to effect the terms of this Assignment and to assist Buyer in changing the technical and administrative contact information for the Assigned Domain Names with the Registering Authorities to such information of Buyer's choice; and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Buyer.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Counterparts. This Assignment may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

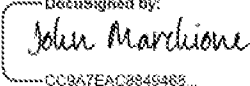
8. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, conveyance, transfer, and assignment effectuated by this Assignment is subject in all respects to the terms of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of Seller or Buyer, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

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Buyer and Seller have caused this Assignment to be executed by their duly authorized representatives.

SELLER:

PlumRiver LLC

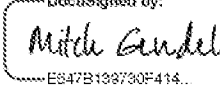
By  _____
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Name: John Marchione

Title: Principal
12/31/2020

BUYER:

Emerald X, LLC

By  _____
E847B188730F414...

Name: Mitch Gendel

Title: General Counsel
12/31/2020

[Signature Page to IP Assignment]

TRADEMARK
REEL: 007156 FRAME: 0398

**SCHEDULE A
ASSIGNED TRADEMARKS**

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.
PLUMRIVER	United States	5/12/2016	87034352	6/27/2017	5230823
PLUMRIVER	Canada	11/10/2016	1808852	8/26/2019	TMA1051239
PLUMRIVER	International Registration	11/9/2016	1370131	11/9/2016	1370131

**SCHEDULE B
ASSIGNED DOMAIN NAMES**

Domain Name	Registering Authority	Account Login Info (with username and password)
plumriver.com		
plumriver.net		
plumriver.biz		
plumriver.info		
plumrivertechnologies.com		
plumrivertechnologies.net		
elasticsuite.com		
centerstonetech.biz		
centerstonetech.com		
centerstonetech.xxx		
centerstonetech.xyz		
centerstonetechnology.com		
escapemail.net		
escapeweb.net		
escapeweb.xxx		
ivendix-de.com		
ivendix.biz		
ivendix.co.uk		
ivendix.com		
ivendix.net		
ivendix.us		
ivendix.xxx		
ivendixb2b.de		
ivendixdev.com		
ivendix.com		
styleselect.com		
thebuyerspage.biz		
thebuyerspage.com		

**SCHEDULE C
ASSIGNED COPYRIGHTS**

Full Title	Jurisdiction	Copyright Number	Date
PlumRiver User Interface and Design	United States	VAu001192164	11/19/2014