

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cory Miller Media, L.L.C.		01/31/2018	Limited Liability Company: OKLAHOMA
DotCom Investments, LLC		01/31/2018	Limited Liability Company: OKLAHOMA
Akiruaw, LLC		01/31/2018	Limited Liability Company: OKLAHOMA
Digimedia.com, L.P.		01/31/2018	Limited Partnership: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Liquid Web, LLC		
Street Address:	2703 Ena Drive		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48917		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5257997	ITHEMES	
Registration Number:	5267832	ITHEMES	
Registration Number:	5347967	ITHEMES	
Registration Number:	5624313	ITHEMES	
CORRESPONDENCE DATA			
Fax Number:	7342840874		
<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:	7346749995		
Email:	pmastro1@wyan.org		
Correspondent Name:	Patrick Mastrogiacomo, Jr.		
Address Line 1:	345 Pine Street		
Address Line 4:	Wyandotte, MICHIGAN 48192-6235		

OP \$115.00 5257997

NAME OF SUBMITTER:	Patrick Mastrogiacomo, Jr.
SIGNATURE:	/Patrick Mastrogiacomo, Jr./
DATE SIGNED:	02/28/2021
Total Attachments: 17 source=TMASSIGNMENT#page1.tif source=Assignment - CMM#page1.tif source=Assignment - CMM#page2.tif source=Assignment - CMM#page3.tif source=Assignment - CMM#page4.tif source=Assignment - DotCom#page1.tif source=Assignment - DotCom#page2.tif source=Assignment - DotCom#page3.tif source=Assignment - DotCom#page4.tif source=Assignment - Akiruaw#page1.tif source=Assignment - Akiruaw#page2.tif source=Assignment - Akiruaw#page3.tif source=Assignment - Akiruaw#page4.tif source=Assignment - Digimedia#page1.tif source=Assignment - Digimedia#page2.tif source=Assignment - Digimedia#page3.tif source=Assignment - Digimedia#page4.tif	

TRADEMARK ASSIGNMENT

Pursuant to the **ASSIGNMENT AND ASSUMPTION AGREEMENT** made as of January 31, 2018 by and between Cory Miller Media, L.L.C., an Oklahoma limited liability company (“**Assignor**”), and Liquid Web, LLC, a Delaware limited liability company; and

The **ASSIGNMENT AND ASSUMPTION AGREEMENT** made as of January 31, 2018 by and between DotCom Investments, LLC, an Oklahoma limited liability company (“**Assignor**”), and Liquid Web, LLC, a Delaware limited liability company; and

The **ASSIGNMENT AND ASSUMPTION AGREEMENT** made as of January 31, 2018 by and between Akiruaw, LLC, an Oklahoma limited liability company (“**Assignor**”), and Liquid Web, LLC, a Delaware limited liability company (“**Assignee**”); and

The **ASSIGNMENT AND ASSUMPTION AGREEMENT** made as of January 31, 2018 by and between Digimedia.com, L.P. an Oklahoma limited liability company (“**Assignor**”), and Liquid Web, LLC, a Delaware limited liability company (“**Assignee**”),

For good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, the Assignors transferred to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks identified below, together with the portion of all the business to which the marks pertain, as detailed in the Purchase Agreement, which is ongoing and existing, and any business that may pertain to the marks, and together with the goodwill associated therewith. Assignors further assigned to Assignee, its successors and assigns, the entire right, title, and interest in and to all claims for damages by reason of past infringement of any such trademark rights, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement of any trademark rights.

Trademarks

Country	Mark	Filing Date	Serial No.	Registration No.
U.S.	ITHEMES	9/25/15	86768647	5257997
U.S.	ITHEMES	9/25/15	86768719	5267832
U.S.	ITHEMES	4/11/13	85901542	5347967
U.S.	ITHEMES	9/25/15	86768741	5624313

Assignee warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**") is made as of January 31, 2018 by and between Cory Miller Media, L.L.C., an Oklahoma limited liability company ("**Seller**"), and Liquid Web, LLC, a Delaware limited liability company ("**Buyer**"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

Pursuant to that certain Membership Interest Purchase Agreement dated as of the date hereof by and among Buyer, Seller and the other parties thereto (the "**Purchase Agreement**"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the Membership Interests held by Seller in the Company.

WHEREAS, Seller is the owner of a thirty percent (30%) Membership Interest in iThemes Media, LLC, an Oklahoma limited liability company ("**Company**"), which is governed by that certain Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of July 1, 2009 (the "**LLC Operating Agreement**"), a true, complete and correct copy of which is attached to the Purchase Agreement as Exhibit B; and

WHEREAS, in connection with the Closing under the Purchase Agreement, Seller desires to assign, transfer and sell to Buyer its entire Membership Interest in the Company, together with all other interest of Seller in and to the Company (collectively, the "**Assigned Interest**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns and transfers to Buyer all of the Seller's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest.
2. Representations and Warranties of Seller. The representations and warranties of Seller in Article II and Article III of the Purchase Agreement are hereby incorporated by reference into this Agreement; provided, however, that Seller's liability for such representations and warranties shall be limited as provided in Article VIII of the Purchase Agreement.
3. Approval. Seller and Buyer acknowledge that this assignment of Seller's Assigned Interest has been unanimously approved by the Company's members pursuant to Sections 8.5 and 10.2 of the LLC Operating Agreement, such that no further action will be required to effect this assignment after its execution by Seller and Buyer. A copy of this Agreement shall be retained in the Company's records.
4. Acceptance by Buyer. Buyer: (a) accepts the assignment of all Seller's right, title and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the LLC Operating Agreement.

5. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Buyer, free and clear of all liens and restrictions.
6. Further Assurances. Seller shall promptly execute and deliver to Buyer any additional instrument or other document which Buyer reasonably requests to evidence or better effect the assignment contained herein.
7. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware, without regard to conflict of law rules.
9. Counterparts. This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.
10. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
11. Miscellaneous. This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

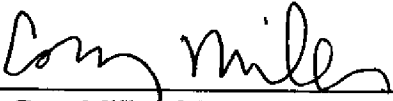
[Signatures on Following Page]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: _____
Its: _____

SELLER:
Cory Miller Media, L.L.C.

By: 
Cory Miller, Manager

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: 
Its: Terry Flood, Chief Financial Officer

SELLER:

By: _____
Its: _____

[Signature Page to Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**") is made as of January 31, 2018 by and between DotCom Investments, LLC, an Oklahoma limited liability company ("**Seller**"), and Liquid Web, LLC, a Delaware limited liability company ("**Buyer**"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

Pursuant to that certain Membership Interest Purchase Agreement dated as of the date hereof by and among Buyer, Seller and the other parties thereto (the "**Purchase Agreement**"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the Membership Interests held by Seller in the Company.

WHEREAS, Seller is the owner of a thirty percent (30%) Membership Interest in iThemes Media, LLC, an Oklahoma limited liability company ("**Company**"), which is governed by that certain Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of July 1, 2009 (the "**LLC Operating Agreement**"), a true, complete and correct copy of which is attached to the Purchase Agreement as Exhibit B; and

WHEREAS, in connection with the Closing under the Purchase Agreement, Seller desires to assign, transfer and sell to Buyer its entire Membership Interest in the Company, together with all other interest of Seller in and to the Company (collectively, the "**Assigned Interest**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns and transfers to Buyer all of the Seller's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest.
2. Representations and Warranties of Seller. The representations and warranties of Seller in Article II and Article III of the Purchase Agreement are hereby incorporated by reference into this Agreement; provided, however, that Seller's liability for such representations and warranties shall be limited as provided in Article VIII of the Purchase Agreement.
3. Approval. Seller and Buyer acknowledge that this assignment of Seller's Assigned Interest has been unanimously approved by the Company's members pursuant to Sections 8.5 and 10.2 of the LLC Operating Agreement, such that no further action will be required to effect this assignment after its execution by Seller and Buyer. A copy of this Agreement shall be retained in the Company's records.
4. Acceptance by Buyer. Buyer: (a) accepts the assignment of all Seller's right, title and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the LLC Operating Agreement.

5. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Buyer, free and clear of all liens and restrictions.
6. Further Assurances. Seller shall promptly execute and deliver to Buyer any additional instrument or other document which Buyer reasonably requests to evidence or better effect the assignment contained herein.
7. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware, without regard to conflict of law rules.
9. Counterparts. This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.
10. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
11. Miscellaneous. This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

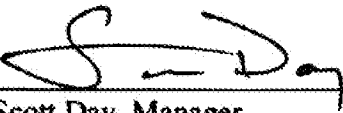
[Signatures on Following Page]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: _____
Its: _____

SELLER:
DotCom Investments, LLC

By:  _____
Scott Day, Manager

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:

Liquid Web, LLC

By: 
Its: Terry Flood, Chief Financial Officer

SELLER:

By: _____
Its: _____

[Signature Page to Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**") is made as of January 31, 2018 by and between Akiruaw, LLC, an Oklahoma limited liability company ("**Seller**"), and Liquid Web, LLC, a Delaware limited liability company ("**Buyer**"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

Pursuant to that certain Membership Interest Purchase Agreement dated as of the date hereof by and among Buyer, Seller and the other parties thereto (the "**Purchase Agreement**"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the Membership Interests held by Seller in the Company.

WHEREAS, Seller is the owner of a thirty percent (30%) Membership Interest in iThemes Media, LLC, an Oklahoma limited liability company ("**Company**"), which is governed by that certain Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of July 1, 2009 (the "**LLC Operating Agreement**"), a true, complete and correct copy of which is attached to the Purchase Agreement as Exhibit B; and

WHEREAS, in connection with the Closing under the Purchase Agreement, Seller desires to assign, transfer and sell to Buyer its entire Membership Interest in the Company, together with all other interest of Seller in and to the Company (collectively, the "**Assigned Interest**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns and transfers to Buyer all of the Seller's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest.
2. Representations and Warranties of Seller. The representations and warranties of Seller in Article II and Article III of the Purchase Agreement are hereby incorporated by reference into this Agreement; provided, however, that Seller's liability for such representations and warranties shall be limited as provided in Article VIII of the Purchase Agreement.
3. Approval. Seller and Buyer acknowledge that this assignment of Seller's Assigned Interest has been unanimously approved by the Company's members pursuant to Sections 8.5 and 10.2 of the LLC Operating Agreement, such that no further action will be required to effect this assignment after its execution by Seller and Buyer. A copy of this Agreement shall be retained in the Company's records.
4. Acceptance by Buyer. Buyer: (a) accepts the assignment of all Seller's right, title and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the LLC Operating Agreement.

5. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Buyer, free and clear of all liens and restrictions.
6. Further Assurances. Seller shall promptly execute and deliver to Buyer any additional instrument or other document which Buyer reasonably requests to evidence or better effect the assignment contained herein.
7. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware, without regard to conflict of law rules.
9. Counterparts. This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.
10. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
11. Miscellaneous. This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

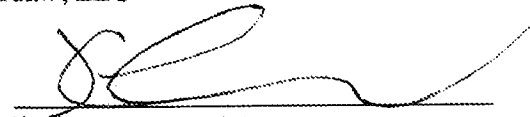
[Signatures on Following Page]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: _____
Its: _____

SELLER:
Akiruaw, LLC

By: 
Jay Chapman, Manager

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: 
Its: Terry Flood, Chief Financial Officer

SELLER:

By: _____
Its: _____

[Signature Page to Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**") is made as of January 31, 2018 by and between Digimedia.com, L.P., an Oklahoma limited partnership ("**Seller**"), and Liquid Web, LLC, a Delaware limited liability company ("**Buyer**"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

Pursuant to that certain Membership Interest Purchase Agreement dated as of the date hereof by and among Buyer, Seller and the other parties thereto (the "**Purchase Agreement**"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the Membership Interests held by Seller in the Company.

WHEREAS, Seller is the owner of a ten percent (10%) Membership Interest in iThemes Media, LLC, an Oklahoma limited liability company ("**Company**"), which is governed by that certain Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of July 1, 2009 (the "**LLC Operating Agreement**"), a true, complete and correct copy of which is attached to the Purchase Agreement as Exhibit B; and

WHEREAS, in connection with the Closing under the Purchase Agreement, Seller desires to assign, transfer and sell to Buyer its entire Membership Interest in the Company, together with all other interest of Seller in and to the Company (collectively, the "**Assigned Interest**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns and transfers to Buyer all of the Seller's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest.
2. Representations and Warranties of Seller. The representations and warranties of Seller in Article II and Article III of the Purchase Agreement are hereby incorporated by reference into this Agreement; provided, however, that Seller's liability for such representations and warranties shall be limited as provided in Article VIII of the Purchase Agreement.
3. Approval. Seller and Buyer acknowledge that this assignment of Seller's Assigned Interest has been unanimously approved by the Company's members pursuant to Sections 8.5 and 10.2 of the LLC Operating Agreement, such that no further action will be required to effect this assignment after its execution by Seller and Buyer. A copy of this Agreement shall be retained in the Company's records.
4. Acceptance by Buyer. Buyer: (a) accepts the assignment of all Seller's right, title and interest in and to the Assigned Interest; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the LLC Operating Agreement.

5. Absolute Conveyance. The conveyance of the Assigned Interest hereunder is an absolute transfer to Buyer, free and clear of all liens and restrictions.
6. Further Assurances. Seller shall promptly execute and deliver to Buyer any additional instrument or other document which Buyer reasonably requests to evidence or better effect the assignment contained herein.
7. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware, without regard to conflict of law rules.
9. Counterparts. This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.
10. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
11. Miscellaneous. This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

[Signatures on Following Page]

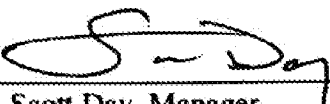
IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: _____
Its: _____

SELLER:
Digimedia.com, L.P.

By: Digimedia.com Management, LLC,
its General Partner

By:  _____
Scott Day, Manager

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date set forth above.

BUYER:
Liquid Web, LLC

By: 
Its: Terry Flood, Chief Financial Officer

SELLER:

By: _____
Its: _____

[Signature Page to Assignment and Assumption Agreement]