

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wireless Registry, Inc.		03/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PricewaterhouseCoopers LLP		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5872025	SIGNALFRAME	
Registration Number:	5866782	SIGNALFRAME	
Registration Number:	5845215	THE WORLD THROUGH SIGNALS	
Registration Number:	5361740	WIRELESS REGISTRY	
Registration Number:	5252762	SIGNAL GRAPH	
Registration Number:	4711342	TAKE CONTROL OF YOUR WIRELESS IDENTITY	
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>			
Phone:	3479012121		
Email:	trademarks@us.pwc.com		
Correspondent Name:	Jeffrey Dicker		
Address Line 1:	300 Madison Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	TM Assignment WirelessReg		
NAME OF SUBMITTER:	Jeffrey Dicker		
SIGNATURE:	/Jeffrey Dicker/		
DATE SIGNED:	03/09/2021		

CH \$165.00 5872025

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective as of March 5, 2021 (the “Effective Date”), by and between The Wireless Registry, Inc., a Delaware corporation, whose address is 1015 15th St. NW, Ste. 600, Washington, D.C. 20005 (“Assignor”) and PricewaterhouseCoopers LLP, a Delaware limited liability partnership, whose address is 300 Madison Avenue, New York, New York 10017 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties, together with the Participating Shareholders, to that certain Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee, all Intellectual Property owned by Assignor, including (a) the trademarks and registrations therefor set forth on Schedule A attached hereto, and all other trademarks, service marks and other indicia of origin that are included in the Assigned Intellectual Property (collectively, the “Purchased Trademarks”), and (b) the registered domain names set forth on Schedule B attached hereto and any other domain name registrations that are included in the Assigned Intellectual Property (collectively, the “Purchased Domain Names”).

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of its right, title, and interest in, to and under the Purchased Trademarks and the Purchased Domain Names, in each case together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present or future infringements, misappropriations or violations thereof and the right to sue and recover for past, present or future infringements, misappropriations or violations thereof), free and clear of all Liens. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer ownership and control of the Purchased Domain Names to Assignee and (ii) cooperation in executing documents requested by Assignee to complete formalities for perfecting the assignment of all Purchased Trademarks and recordation of the assignment of the Purchased Trademark registrations with the appropriate

governmental authorities. The Purchased Domain Names shall be deemed transferred when (a) the applicable WHOIS database identifies Assignee (or its designated agent) as the registrant of the Purchased Domain Names, and (b) Assignee (or its designated agent) has administrative and technical access to the Purchased Domain Names and sole control over where the Purchased Domain Names point.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

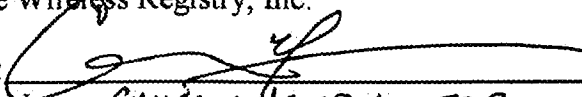
5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without reference to its conflict of laws rules.

6. This Assignment may be executed simultaneously in multiple counterparts (including by facsimile, PDF or similar method), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

Assignor:

The Wireless Registry, Inc.

By: 
Name: CAMERON MEYER HOEFER
Title: CEO

Assignee:

PricewaterhouseCoopers LLP

By: _____
Name:
Title:

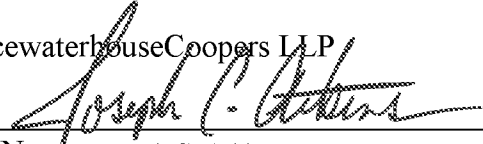
Assignor:

The Wireless Registry, Inc.

By: _____
Name: _____
Title: _____

Assignee:

PricewaterhouseCoopers LLP

By:  _____
Name: Joseph C. Atkinson
Title: Partner

Schedule A

Purchased Trademarks

Mark	Register	Reg. No.
	PRINCIPAL	5872025
SIGNALFRAME	PRINCIPAL	5866782
THE WORLD THROUGH SIGNALS	PRINCIPAL	5845215
WIRELESS REGISTRY	SUPPLEMENTAL	5361740
SIGNAL GRAPH	SUPPLEMENTAL	5252762
TAKE CONTROL OF YOUR WIRELESS IDENTITY	PRINCIPAL	4711342