

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adverator, Inc.		03/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	xAd, Inc.		
Street Address:	One World Trade Center, 60th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5789588	ADDY	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435000		
Email:	trademarks@cooley.com		
Correspondent Name:	Kelley Harrington of Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	268889-275		
NAME OF SUBMITTER:	Drue Anne Koons		
SIGNATURE:	/Drue Anne Koons/		
DATE SIGNED:	07/19/2021		
Total Attachments: 5			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
ADVERTOR, INC.**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of March 22, 2021, is made by Adverator, Inc., a Delaware corporation (the “Assignor”), in favor of xAd, Inc., a Delaware corporation (the “Assignee”). Each of Assignee and Assignor are referred to herein collectively as the “Parties” and, individually, as a “Party.” Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 22, 2021 (the “Asset Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to transfer certain assets to the Assignee, as more fully described in the Asset Purchase Agreement.

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

1. **Assignment.** Assignor hereby irrevocably assigns, transfers and conveys to Assignee, all of Assignor’s worldwide right, title and interest of whatever nature in, to and under the intellectual property that is specifically identified in **Schedule 1** to this Assignment (“Assigned Intellectual Property”).

2. **License.** To the extent that Assignor has any right to the Assigned Intellectual Property that cannot (as a matter of law) be assigned to Assignee, Assignor unconditionally and irrevocably grants to Assignee during the term of such rights, an exclusive, even as to Assignor, irrevocable, perpetual, worldwide, fully-paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights in the Assigned Intellectual Property. To the extent that Assignor has any rights to the Assigned Intellectual Property that cannot be assigned or licensed to Assignee, Assignor unconditionally and irrevocably (i) waives the enforcement of such rights, and all claims and causes of action of any kind against Assignee or any third party, with respect to such rights, and (ii) agrees, at Assignee’s request and expense, to consent to and join in any action to enforce such rights.

3. **Cooperation and Further Assurances.** Upon each request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at Assignee’s expense as Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned Intellectual Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and

intellectual property rights throughout the world related to any of the Assigned Intellectual Property, in Assignee's name and for its benefit. In the event Assignee is unable for any reason, after reasonable effort, to secure the signature of any Assignor on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

4. **Delivery.** To the extent Assignor has not done so via the Asset Purchase Agreement, Assignor agrees to deliver to Assignee upon execution of this Assignment any and all tangible manifestations of the Assigned Intellectual Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Assigned Intellectual Property.

5. **Miscellaneous.** All aspects of this Assignment, including construction, validity and performance of this Assignment, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[Signature Page Follows]

Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR – ADVERTATOR, INC.

By: _____ 

Name: Benjamin Bilbrough

Title: Chief Executive Officer

Accepted by:

ASSIGNEE - XAD, INC.

By: _____

Name: _____

Title: _____

TRADEMARK

Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR – ADVERTOR, INC.

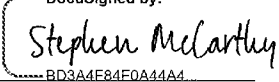
By: _____

Name: _____

Title: _____

Accepted by:

ASSIGNEE - XAD, INC.

By:  _____
DocuSigned by: BD3A4F84F0A44A4

Name: Stephen McCarthy

Title: Chief Executive Officer

SCHEDULE 1

INTELLECTUAL PROPERTY

Item	Type	Description
Addy	Trademark	USPTO registration no. 5,789,588
www.addy.com	Domain Name	URL registered on GoDaddy
www.adverator.com	Domain Name	URL registered on GoDaddy