

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CNET Media, Inc.		07/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TechnologyAdvice, LLC		
Street Address:	500 Interstate Boulevard South, Suite 400		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2439135	TECHREPUBLIC	
Registration Number:	2500289		
Registration Number:	3860393	TECHREPUBLIC	
Registration Number:	5007856	TECHREPUBLIC	
Registration Number:	5007858	TECHREPUBLIC	
Registration Number:	5202710	TECHREPUBLIC	
Registration Number:	5202711	TECHREPUBLIC	
Serial Number:	86850591	TECHREPUBLIC	
CORRESPONDENCE DATA			
Fax Number:	6154363008		
<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:	cwaits@riggsdavie.com		
Correspondent Name:	J. Chandler Waits		
Address Line 1:	104 Continental Place, Suite 320		
Address Line 4:	Brentwood, TENNESSEE 37027		
NAME OF SUBMITTER:	J. Chandler Waits		
SIGNATURE:	/J. Chandler Waits/		
DATE SIGNED:	08/03/2021		

OP \$215.00 2439135

Total Attachments: 7

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page1.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page2.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page3.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page4.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page5.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page6.tif

source=Project Plato - APA Exhibit C - Assignment of Marks 2021-07-30_Executed#page7.tif

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this “Assignment of Marks”) is made and entered into by and between CNET Media, Inc., a Delaware corporation (“CNET”), TV Guide Online Holdings LLC, a Delaware limited liability company (“TV Guide”), Red Ventures Interactive PTY Ltd., an Australian entity (“Australia Assignor”), of Red Ventures Interactive PTE Ltd., a private company limited by shares incorporated in Singapore (“RV Singapore”), and Red Ventures Interactive Ltd, a UK entity (“UK Assignor” and, together with CNET, TV Guide, Australia Assignor and RV Singapore the “Assignors” and each of them a “Assignor”), and TechnologyAdvice, LLC, a Tennessee limited liability company (the “Assignee”), as of July 30, 2021.

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of June 4, 2021 (the “Purchase Agreement”), pursuant to which Assignee has purchased the Purchased Intellectual Property (as defined therein), including without limitation the rights in certain trade names, service names, business names, logos, common law trademarks and service marks, rights protecting reputation and goodwill, rights to sue for passing off, rights in unfair competition, trademark and service mark registrations and applications therefor, each as set forth on Schedule A attached hereto (the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign to Assignee, and Assignee has agreed to accept the assignment of, all of Assignors’ right, title, and interest in, to, and under the Marks, and this Assignment of Marks is contemplated by Section 2.08(c) and Section 2.09(d) of the Purchase Agreement;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Capitalized Terms. All capitalized terms used in this Assignment of Marks without definition have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignors, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged, do hereby irrevocably transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors’ worldwide right, title, and interest in, to and under the Marks, including without limitation the registered and unregistered domestic and foreign trade names, trademarks, service marks, and applications for any of the foregoing items listed on Schedule A attached hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment of Marks not been made.

3. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to record and register this Assignment of Marks upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements, and indemnities relating to the Marks, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Marks will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

6. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Assignment of Marks without the prior written consent of the other parties. Subject to the preceding sentence, this Assignment of Marks will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

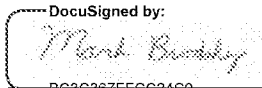
7. Execution. This Assignment of Marks may be executed in counterparts, each of which will be deemed to be an original copy of this Assignment of Marks and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment of Marks and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment of Marks as to the parties and may be used in lieu of the original Assignment of Marks for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

[END OF TEXT; SIGNATURE PAGES FOLLOW]

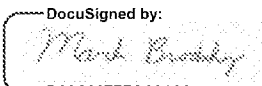
IN WITNESS WHEREOF, the parties have executed this Assignment of Marks as of the date first above written.

ASSIGNORS:

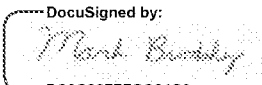
CNET MEDIA, INC

By: 
Name: Mark Brodsky
Title: Chief Financial Officer

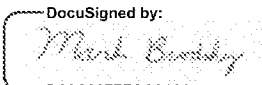
TV GUIDE ONLINE HOLDINGS LLC

By: 
Name: Mark Brodsky
Title: Chief Financial Officer

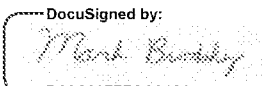
RED VENTURES INTERACTIVE PTY LTD.

By: 
Name: Mark Brodsky
Title: Chief Financial Officer

RED VENTURES INTERACTIVE LTD

By: 
Name: Mark Brodsky
Title: Chief Financial Officer

RED VENTURES INTERACTIVE PTE LTD.

By: 
Name: Mark Brodsky
Title: Chief Financial Officer

ASSIGNEE:

TECHNOLOGYADVICE, LLC

By: 

Name: Rob Bellenfant

Title: Chief Executive Officer

[Assignment of Marks]

TRADEMARK
REEL: 007376 FRAME: 0526

SCHEDULE A

MARKS

Trade Names

Registered Trademarks and Service Marks

Trademark	Country	App. # and Filing Date	Reg. # and Reg. Date
TECHREPUBLIC	Australia	11/25/10 1396735	10/28/15 1396735
TECHREPUBLIC	Benelux ¹	1/15/16 1324878	4/14/16 0989680
TECHREPUBLIC	Benelux	1/15/16 1324879	4/12/16 0989681
TECHREPUBLIC	Benelux	1/15/16 1324876	4/12/16 989679
TECHREPUBLIC	Canada	9/10/03 1188741	1/24/05 630912
TECHREPUBLIC	EUTM	3/8/17 16446635	8/9/17 16446635
TECHREPUBLIC	India	2/3/16 3176590	10/4/16 3176590
TECHREPUBLIC	India	2/3/16 3176592	10/2/16 3176592
TECHREPUBLIC	India	2/3/16 3176593	10/2/16 3176593
TECHREPUBLIC	India	2/3/16 3176594	10/2/16 3176594
TECHREPUBLIC	India	2/3/16 3176591	10/2/16 3176591
TECHREPUBLIC	Japan	3/9/15 201521090	8/21/15 5787269
TECHREPUBLIC	Japan	3/9/15 201521091	8/21/15 5787270
TECHREPUBLIC	Japan	3/9/15 201521092	9/18/15 5793755
TECHREPUBLIC	Japan	3/9/15 201521093	6/17/16 5858757
TECHREPUBLIC	Malaysia	1/15/16 2016000453	11/7/16 2016000453
TECHREPUBLIC	Malaysia	1/15/16 2016000454	10/20/16 2016000454
TECHREPUBLIC	Malaysia	1/15/16 2016000455	10/20/16 2016000455

¹ Benelux database says this mark has been cancelled; may need to be removed pending response from Sellers.

TECHREPUBLIC	Malaysia	1/15/16 2016000456	10/20/16 2016000456
TECHREPUBLIC	Malaysia	1/15/16 2016000457	10/19/16 2016000457
TECHREPUBLIC	Philippines	1/14/16 42016500194	5/19/16 4201600500194
TECHREPUBLIC	Philippines	1/14/16 42016500195	5/19/16 4201600500195
TECHREPUBLIC	Philippines	1/14/16 42016500196	5/19/16 4201600500196
TECHREPUBLIC	Philippines	1/14/16 42016500197	5/19/16 4201600500197
TECHREPUBLIC	Philippines	1/14/16 42016500198	5/19/16 4201600500198
TECHREPUBLIC	United States	1/4/99 75616054	3/27/01 2439135
Flag Design [TECHREPUBLIC]	United States	10/24/00 76152753	10/23/01 2500289
TECHREPUBLIC	United States	3/4/10 77950474	10/12/10 3860393
TECHREPUBLIC	United States	12/16/15 86850620	7/26/16 5007856
TECHREPUBLIC	United States	12/16/15 86850626	7/26/16 5007858
TECHREPUBLIC	United States	12/16/15 86850613	5/16/17 5202710
TECHREPUBLIC	United States	12/16/15 86850631	5/16/17 5202711
TECHREPUBLIC	United States	12/16/15 86850591	8/8/17 525864

Unregistered Trademarks and Service Marks

None.

Pending Trademark or Service Mark Applications

Trademark	Country	App. # and Filing Date	Reg. # and Reg. Date
TECHREPUBLIC	EUTM	3/14/17 16469124	Pending
TECHREPUBLIC	EUTM	3/14/17 16469132	Pending
TECHREPUBLIC	South Africa	1/11/16 201600549	Pending

TECHREPUBLIC	South Africa	1/11/16 201600545	Pending
TECHREPUBLIC	South Africa	1/11/16 201600546	Pending
TECHREPUBLIC	South Africa	1/11/16 201600547	Pending
TECHREPUBLIC	South Africa	1/11/16 201600548	Pending