

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RV Carousel Holdings, Inc.		12/09/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1WorldSync, Inc.		
<b>Street Address:</b>	1009 Lenox Dr., Suite 202		
<b>City:</b>	Lawrenceville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08648		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3992313	CONTENTCAST	
<b>Registration Number:</b>	3992314	CONTENTCAST	
<b>Registration Number:</b>	4874548	CHANNELONLINE	
<b>Registration Number:</b>	4981660	CHANNELONLINE	
<b>Registration Number:</b>	5184212	DATASOURCE CONSULTING	
<b>Registration Number:</b>	5221775	DATASOURCE	
<b>Registration Number:</b>	5332952	DATASOURCE	
<b>Serial Number:</b>	87179536	DATASOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2039757505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1499648.00003		
<b>NAME OF SUBMITTER:</b>	Christina London		

OP \$215.00 3992313

<b>SIGNATURE:</b>	/christina london/
<b>DATE SIGNED:</b>	09/03/2021
<b>Total Attachments: 8</b> source=CNET-1WS IP Assignment (trademarks)#page1.tif source=CNET-1WS IP Assignment (trademarks)#page2.tif source=CNET-1WS IP Assignment (trademarks)#page3.tif source=CNET-1WS IP Assignment (trademarks)#page4.tif source=CNET-1WS IP Assignment (trademarks)#page5.tif source=CNET-1WS IP Assignment (trademarks)#page6.tif source=CNET-1WS IP Assignment (trademarks)#page7.tif source=CNET-1WS IP Assignment (trademarks)#page8.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of December 9, 2020 (this "Agreement"), is among RV Carousel Holdings, Inc., a Delaware corporation ("Assignor"), and IWorldsync, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Crimson Interactive GmbH, a Swiss limited liability Company, Red Ventures Interactive Limited, a private limited company incorporated in England and Wales with company number 03851534 and registered office address Cannon Place, 78 Cannon Street, London, EC4N 6AF and the Assignee have entered into that certain Equity and Asset Purchase Agreement, dated as of November 22, 2020 (as may be amended from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the (a) patents and patent applications set forth on Exhibit A hereto (and all issuances, divisionals, continuations, continuations-in-part, provisionals, reissues, all applications and patents claiming priority thereto, extensions, reexaminations, renewals, and foreign counterparts thereof) (the "Patents"); (b) trademark registrations and trademark applications set forth on Exhibit B hereto (together with the goodwill of the business connected with the use of, and symbolized by, any of the foregoing) (the "Trademarks"); and (c) Internet domain name registrations and applications therefore and right to renew any of the foregoing set forth on Exhibit C hereto (together with the goodwill of the business connected with the use of, and symbolized by, any of the foregoing) (the "Domain Names") (the Patents, Trademarks, and Domain Names, collectively, the "Assigned Intellectual Property");

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Pursuant to, and on the terms and subject to the conditions of, the Purchase Agreement, as of the date hereof, Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and delivers unto the Assignee its entire right, title and interest in and to the Assigned Intellectual Property, free and clear of any Encumbrances, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments in respect of the Assigned Intellectual Property due or payable after the date hereof, including, without limitation, all claims for damages, restitution, and injunctive and equitable relief by reason of infringement, dilution, misappropriation, violation, misuse, breach, or default, or other unauthorized use of the Assigned Intellectual Property after the date hereof, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Due Authorization; Further Assurances. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States, Register of Copyrights of the United States, and any other official of any applicable Governmental Authority or Internet domain name registrar, to (a) record Assignee as assignee of the right, title and interest in and to the Assigned Intellectual Property and (b) issue any and all registrations from any and all applications for registration included in the Assigned Intellectual Property to and in the name of Assignee. Assignor shall from time to time after the date hereof, at the reasonable request of the Assignee and at the Assignee's sole cost and expense, execute and deliver to the Assignee such additional instruments of conveyance in addition to this Agreement as are reasonably necessary to transfer the Assigned Intellectual Property by Assignor to

the Assignee. In addition, Assignor shall provide, at the Assignee's reasonable request and at the Assignee's sole cost and expense, the Assignee with commercially reasonable cooperation and assistance (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Agreement with any applicable Governmental Authority or Internet domain name registrar.

3. OTHER THAN AS SET FORTH IN THE PURCHASE AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN HEREIN BY ASSIGNOR OR ANY OF ITS AFFILIATES WITH RESPECT TO ANY ASSIGNED INTELLECTUAL PROPERTY OR ANY OTHER MATTER OR SUBJECT ARISING OUT OF THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY ASSIGNED INTELLECTUAL PROPERTY SUBJECT TO THIS AGREEMENT.

4. Miscellaneous. Sections 1.03 (Interpretation and Rules of Construction), 11.01 (Expenses), 11.04 (Severability), 11.08 (Amendment), 11.09 (Waiver), 11.13 (Waiver of Jury Trial), and 11.15 (Counterparts) of the Purchase Agreement are incorporated herein by reference and shall apply to this Agreement mutatis mutandis.

5. Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between Assignor and the Assignee with respect to the subject matter hereof.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. No Claims. (a) Neither Assignor nor any of its Representatives will have or be subject to any indemnification obligation to the Assignee, any of its Representatives, or any other Person resulting solely from this Agreement.

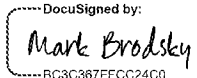
(b) This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing in this Agreement, express or implied, shall, is intended to, or shall be construed to expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignor or Assignee provided in or under the Purchase Agreement. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

(c) The parties hereto expressly agree that any and all claims arising out of or in connection with the Assigned Intellectual Property or the transactions contemplated by this Agreement must be brought under and in accordance with the terms of the Purchase Agreement. Each party hereto shall cause its respective Representatives to comply with this Section 7.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

RV CAROUSEL HOLDINGS, INC.

By:  \_\_\_\_\_  
Name: Mark Brodsky  
Title: President & Secretary

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

1WORLDSYNC, INC.

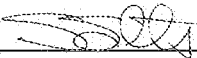
By:   
Name: Stephen Sivitter  
Title: Chief Executive Officer

Exhibit B

TRADEMARKS

COUNTRY	TRADEMARK	OWNER	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE	CLASSES AND GOODS
EUTM	CONTENTCAST [International Reg.]	CBS Interactive Inc.	Registered	A0055382	IR1298490	18-Dec-15	18-Dec-15	42 Computer services, namely, hosting a website featuring on-line non-downloadable software for searching and providing electronic information to enable retail websites to populate their website with product information and marketing assets in the field of consumer electronics, information technology and appliances via electronic communication networks.
EUTM	CONTENTCAST [International Reg.]	CBS Interactive Inc.	Registered	A0055400	IR1298604	18-Dec-15	18-Dec-15	35 Advertising services, namely, providing advertising electronic information about the goods and services of others.
United States of America	CONTENTCAST	CBS Interactive Inc.	Registered	85058733	3992313	9-Jun-10	12-Jul-11	35 Providing consumer product information and consumer marketing asset information in the fields of consumer electronics, information technology and appliances for use in the websites, online catalogs and online promotional campaigns of third-party manufacturers in the aforementioned fields via electronic communication networks.
United States of America	CONTENTCAST	CBS Interactive Inc.	Registered	85058736	3992314	9-Jun-10	12-Jul-11	42 Computer services, namely, providing a website featuring on-line non-downloadable software for searching and providing electronic

COUNTRY	TRADEMARK	OWNER	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE	CLASSES AND GOODS
								information to enable retail websites to populate their websites with product information and marketing assets in the field of consumer electronics, information technology and appliances via electronic communication networks.
United States of America	CHANNELONLINE	CBS Interactive Inc.	Registered	86713284	4874548	3-Aug-15	22-Dec-15	35 Promoting the goods and services of online merchants to individuals via a global computer network on the internet by means of providing and operating links to recommendations for other products and services; promoting the goods and services of online businesses through online ordering and cataloging of those goods and services; business consultation.
United States of America	CHANNELONLINE	CBS Interactive Inc.	Registered	86713310	4981660	3-Aug-15	21-Jun-16	42 Computer services, namely, providing temporary use of a web-based software that automates business processes and transactions, allows for the creation of business quotes and proposals and allows for the conversion of sales orders and product procurement; providing a website featuring technology that allows users to automate business processes and transactions, create business quotes and proposals and convert of sales orders and product procurement.
United States of America	DATASOURCE CONSULTING	CBS Interactive Inc.	Registered	86463798	5184212	25-Nov-14	18-Apr-17	35 Providing business intelligence services.
United States of America	DATASOURCE	CBS Interactive Inc.	Registered	87179528	5221775	22-Sep-16	13-Jun-17	42 Computer technology consultancy; computer software design;



COUNTRY	TRADEMARK	OWNER	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE	CLASSES AND GOODS
								computer services, namely, cloud hosting provider services; providing temporary use of on-line non-downloadable operating software for accessing and using a cloud computing network; design and development of software; computer software technical support services, namely, troubleshooting software problems.
United States of America	DATASOURCE	CBS Interactive Inc.	Registered	87179540	5332952	22-Sep-16	14-Nov-17	9 Computer software for wireless content delivery; computer software for the fields of retail and distribution, to manage consumer product information; computer software to allow users to perform electronic business transactions via a global computer network; computer software that provides for interactive virtual sales information and assistance through electronic computer networks.
United States of America	DATASOURCE	CBS Interactive Inc.	Pending	87179536		22-Sep-16		35 Business consultancy, management and research for retailers, online retailers, resellers, manufacturers and distributors; commercial consultancy and management for retailers, online retailers, resellers, manufacturers and distributors; advertising and marketing services for retailers, online retailers, resellers, manufacturers and distributors; business intelligence services; business services, namely, consumer research.
WIPO	CONTENTCAST	CBS Interactive Inc.	Registered	A0055382	IR1298490	18-Dec-15	18-Dec-15	42 Computer services, namely, hosting a website featuring on-line non-downloadable software for searching

COUNTRY	TRADEMARK	OWNER	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	APPLICATION DATE	REGISTRATION DATE	CLASSES AND GOODS
WIPO	CONTENTCAST	CBS Interactive Inc.	Registered	A0055400	IR1298604	18-Dec-15	18-Dec-15	35 Advertising services, namely, providing advertising electronic information about the goods and services of