

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Tribe, Inc.		11/15/2021	Corporation: WYOMING
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4243365	MODERN TRIBE	
Registration Number:	4206112	MODERN TRIBE	
Registration Number:	5546000	M	
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:	734-674-9995		
Email:	pmastro1@wyan.org		
Correspondent Name:	Patrick Mastrogiacomo, Jr.		
Address Line 1:	345 Pine Street		
Address Line 4:	Wyandotte, MICHIGAN 48192		
NAME OF SUBMITTER:	Patrick Mastrogiacomo, Jr.		
SIGNATURE:	/Patrick Mastrogiacomo, Jr./		
DATE SIGNED:	01/05/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is made as of November 15, 2021, by and between Liquid Web, LLC, a Delaware limited liability company ("**Assignee**") and Modern Tribe, Inc., a Wyoming corporation ("**Assignor**"). All capitalized terms used and not otherwise defined in this Agreement will have the meaning set forth in the Asset Purchase Agreement, dated as of November 15, 2021, between Assignor, Assignee, the Shareholders, and the Shareholders' Agent (the "**Asset Purchase Agreement**").

RECITALS

A. Assignee has agreed to purchase certain Purchased Assets from Assignor pursuant to the Asset Purchase Agreement.

B. Assignor has agreed to sell, assign, convey, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Purchased Assets, including the trademarks set forth on Exhibit A, together with all registrations and applications for registration therefor, including extensions and renewals, and the goodwill associated therewith (collectively, the "**Trademarks**"), pursuant to the Asset Purchase Agreement.

C. Upon the Closing of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor all of Assignor's right, title, and interest in the Trademarks.

AGREEMENT

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

1. Trademark Assignment. Assignor irrevocably assigns to the Assignee:

(a) all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith;

(b) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Trademarks, including the right to prosecute, maintain and sue for, collect, and retain all damages (including attorneys' fees and expenses), profits, proceeds, and all other remedies associated therewith; and

(c) any and all income, royalties, and payments accruing on or after the date of this Agreement with respect to the Trademarks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.

2. Transfer of Trademarks. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose

duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

3. Further Actions. Assignor covenants and agrees to execute and deliver, at the request of the Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Agreement.

4. Agreement Binding. This Agreement will be binding upon the successors and assigns of the parties.

5. Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements, and indemnities relating to the Trademarks, are incorporated in this Agreement by this reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement will govern.

6. Counterparts. This Agreement may be executed in counterparts, by facsimile, e-mailed PDF or otherwise, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

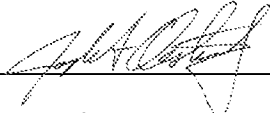
7. Governing Law. This Agreement will be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles.

* * *

IN WITNESS WHEREOF, the party below has executed this Trademark Assignment Agreement as of the date first above written.

LIQUID WEB, LLC

MODERN TRIBE, INC.

By:  _____
Its: Joseph Oesterling _____

By: _____
Its: _____

IN WITNESS WHEREOF, the party below has executed this Trademark Assignment Agreement as of the date first above written.

LIQUID WEB, LLC

MODERN TRIBE, INC.

By: _____

DocuSigned by:
By: Shane Pearlman
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Its: _____

Its: Chief Executive Officer

EXHIBIT A
TRADEMARKS

Mark	Registration Number	Registration Date	Goods and Services	Country
Modern Tribe (standard character mark)	4243365	November 13, 2012	Class 41	United States
Modern Tribe (standard character mark)	4206112	September 11, 2012	Class 42	United States
Modern Tribe (stylized mark)	5546000	August 21, 2018	Class 42	United States