\$40.00 49895

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM736691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dreamhost, LLC		06/23/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Dreamhost, LLC
Street Address:	135 S. State College Blvd., Suite 500
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4989535	DREAMUP

CORRESPONDENCE DATA

Fax Number:

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.

Email: docketing@sheppardmullin.com

Correspondent Name: Ximena Solano Suarez

Address Line 1:12275 El Camino Real, Suite 100Address Line 4:San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Ximena Solano Suarez
SIGNATURE:	/Ximena Solano Suarez/
DATE SIGNED:	06/23/2022

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of June 23, 2022 ("<u>Effective Date</u>"), is between Dreamhost, LLC, a California Corporation (hereinafter referred to as "Assignor") and Dreamhost, LLC, a Delaware Corporation (hereinafter referred to as "Assignee"). Assignee and Assignor shall be referred to individually as a "*Party*" and collectively as the "*Parties*".

WHEREAS, Assignor is the owner of all of the right, title and interest in and to United States Registration Number 4989535 for DREAMUP (the "<u>Transferred Mark</u>"), and all goodwill associated therewith; and

WHEREAS, Assignor seeks to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in the Transferred Mark, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Transferred Mark, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Mark, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Assignee hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor hold rights in the Transferred Mark.
- 2. <u>Assurances</u>. Assignor represents and warrants that, as of the Effective Date, Assignor owns the entire right, title and interest in and to the Transferred Mark, and has not sold,

TRADEMARK REEL: 007761 FRAME: 0379 assigned, transferred, licensed, sublicensed, granted immunity from suit, entered into a covenant not to sue or assert or release, or similar permissions or authorizations, pledged or otherwise encumbered the Transferred Mark.

- 3. <u>Recordation</u>. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the Assignee and owners of the Transferred Mark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
- 4. <u>Power of Attorney</u>. Assignor hereby irrevocably designates and appoints Assignee as its attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file this Assignment, and any related documents, with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office or in any similar office or agency of any other state, country or any political subdivisions thereof, and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 5. <u>Governing Law</u>. This Trademark Assignment shall be governed by the laws of the State of California.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 7. <u>Entire Agreement</u>. This Trademark Assignment constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto.

TRADEMARK REEL: 007761 FRAME: 0380 8. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

WHEREFORE, the parties have duly executed this Trademark Assignment on the date indicated below.

Date: June 23, 2022

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Α	ssignor	

Dreamhost, LLC, a California Corporation

Signature: Africal Color

Name: Christopher Ghazarian

Title: General Counsel

Assignee

Dreamhost, LLC, & Delaware Corporation

Signature: Additional Signature Sign

Name: Christopher Ghazarian

Title: General Counsel

RECORDED: 06/23/2022