

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750215

<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>
Universal Standards for Digital Marketing, LLC		08/19/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Direct Digital Holdings LLC		
<b>Street Address:</b>	1233 West Loop South, Suite 1170		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5293106	DIGITAL GAP ANALYSIS	
<b>Registration Number:</b>	5439964	DIGITAL STRATEGY PLAYBOOK	
<b>Registration Number:</b>	4739565	ORANGE 142	
<b>Registration Number:</b>	2629853	USDM.NET	
<b>Registration Number:</b>	5926904	XELLERANT	
<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>	9188355997		
<b>Email:</b>	shiers@mcquirewoods.com		
<b>Correspondent Name:</b>	Fredericka J. Sowers		
<b>Address Line 1:</b>	501 Fayetteville Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Fredericka J. Sowers		
<b>SIGNATURE:</b>	/Fredericka J. Sowers/		
<b>DATE SIGNED:</b>	08/22/2022		
<b>Total Attachments: 4</b>			

OP \$140.00 5293106

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of August 19, 2022 (the "Effective Date"), is made by and between **Universal Standards for Digital Marketing, LLC**, a Texas limited liability company having a place of business at 11801 Domaine Blvd., 3<sup>rd</sup> Floor, Austin, TX 78758 ("*Assignor*"), and **Direct Digital Holdings LLC**, a Texas limited liability company having a place of business at 1233 West Loop South, Suite 1170, Houston TX 77027 ("*Assignee*").

**NOW THEREFORE**, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to (i) those trademark applications and registrations identified and set forth on Schedule 1 attached hereto and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the "*Assigned Trademark Rights*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Third Party Beneficiaries.** Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. **Governing Law.** This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Texas, without regard to conflicts of law doctrines.


6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the Effective Date.

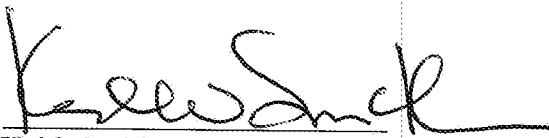
**ASSIGNOR:**

**Universal Standards for Digital Marketing, LLC**

By:   
Name: Keith Smith  
Title: President

**ASSIGNEE:**

**Direct Digital Holdings, LLC**

By:   
Name: Keith Smith  
Title: President

*Signature page to Trademark Assignment*

Schedule I  
Assigned Trademarks

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>App. No.</b>	<b>Filing Date</b>
DIGITAL GAP ANALYSIS	5293106	Sept. 19, 2017	87169262	September 13, 2016
DIGITAL STRATEGY PLAYBOOK	5439964	April 3, 2018	87169266	September 13, 2016
ORANGE 142	4739565	May 19, 2015	85866870	March 5, 2013
USDM.NET	2629853	October 8, 2002	75940977	March 10, 2000
XELLERANT	5926904	Dec. 3, 2019	87169255	September 13, 2016