

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770308

<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>
Bonial International GMBH		06/15/2021	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InMarket Media, LLC		
<b>Street Address:</b>	11111 Jefferson Blvd #5243		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90231		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4345278	OUT OF MILK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132414771		
<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>	(513) 352-6678		
<b>Email:</b>	dawn.schneider@thompsonhine.com		
<b>Correspondent Name:</b>	Carrie Shufflebarger, Thompson Hine LLP		
<b>Address Line 1:</b>	312 Walnut Street, Suite 2000		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Carrie A. Shufflebarger		
<b>SIGNATURE:</b>	/cas/		
<b>DATE SIGNED:</b>	11/28/2022		
<b>Total Attachments: 6</b>			
source=Bonial International GMBH to InMarket Media TM assignment#page1.tif			
source=Bonial International GMBH to InMarket Media TM assignment#page2.tif			
source=Bonial International GMBH to InMarket Media TM assignment#page3.tif			
source=Bonial International GMBH to InMarket Media TM assignment#page4.tif			
source=Bonial International GMBH to InMarket Media TM assignment#page5.tif			

OP \$40.00 4345278



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**IP Assignment Agreement**”) is dated as of June 15, 2021 (the “**Effective Date**”), by and between **INMARKET MEDIA, LLC**, a Delaware limited liability company (“**Buyer**”), and **BONIAL INTERNATIONAL GMBH**, a German company with limited legal liability (“**Seller**”) (Seller and Buyer, collectively, are the “**Parties**”; each, a “**Party**”).

### RECITALS

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, as part of the Purchase Agreement, the Parties agreed to a form Assignment and Assumption Agreement (the “**Assignment**”), the delivery of a signed copy of such Assignment being a condition to Closing, pursuant to which Seller will sell, assign, transfer, convey, and deliver to Buyer, on the terms and conditions set forth in the Purchase Agreement, all of Seller’s right, title and interest in, to and under the Purchased Assets; and

WHEREAS, pursuant to the Assignment, Seller desires to transfer to Buyer all of Seller’s right, title and interest in and to the Intellectual Property Assets, which includes the Intellectual Property identified on Schedule A hereto (the “**Assigned Intellectual Property**”).

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement and the Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

### INTELLECTUAL PROPERTY ASSIGNMENT

1. Materiality of Recitals. The Parties agree and acknowledge that the statements set forth above in the Recitals are material to this IP Assignment Agreement and are incorporated herein by reference.

2. Assignment of Intellectual Property Assets/Conveyance of All Rights. As of the Effective Date, and pursuant to the Purchase Agreement and the Assignment, Seller hereby grants, sells, assigns, transfers, conveys, and quitclaims to Buyer, to the fullest extent possible, and Buyer hereby accepts, all of Seller’s right title, and interest in and to all Assigned Intellectual Property, including as set forth below:

(a) The Trademarks of Seller and pending Trademarks of Seller, in each case set forth in Schedule A hereto, including all registrations and applications therefor throughout the world, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all other corresponding rights that are or may be secured under all governing laws of any country, now or hereafter in effect,

including, without limitation, the rights to claim priority based on filing dates of any and all international agreements, protocols, or treaties;

(b) The domain names of Seller set forth on Schedule A hereto and all right, title, and interest in copyright and trademark in all related content corresponding to such domain names;

(c) All rights of any kind whatsoever of Seller accruing under the foregoing Assigned Intellectual Property, by applicable law of any jurisdiction or country, by international treaties, agreements, protocols, and conventions, and otherwise throughout the world, such that all right, title, and interest in and to the Assigned Intellectual Property shall be the sole and exclusive property of Buyer to be used and exploited in any manner at Buyer's sole and absolute discretion;

(d) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to, and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Further Actions; Recordation.

(a) Seller hereby authorizes the United States Patent and Trademark Office and/or any officials of corresponding entities or agencies in any applicable jurisdiction or countries to record and to register this IP Assignment Agreement upon request by Buyer;

(b) Following the Effective Date, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonable and necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Buyer, or any assignee or successor thereto; and

(c) Seller agrees to cooperate with Buyer and to follow Buyer's reasonable instructions in order to effectuate the transfer of the domain names in a timely manner, and Seller or Buyer is hereby expressly permitted and authorized to provide a copy of this instrument to any such Registrar as necessary to accomplish such transfer. Further, Seller shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Registrar for each of the domain names to transfer such domain names to Buyer; and (ii) take any and all other further actions in accordance with the policies and rules of the Registrar(s) as required to transfer such domain names to Buyer.

4. Payment of Fees. Buyer shall bear responsibility for payment of, and shall promptly pay, any and all fees associated with the transfer of any of the Assigned Intellectual Property and records of the transfer thereof. If the Registrar for any of the domain names requires

the transferring entity to pay fees to initiate the transfer or consummate the transfer, then Seller shall pay such fees and, upon written notice by Seller, Buyer shall promptly reimburse the Seller for such payments.

5. Seller Covenant. Seller hereby covenants that it has full and complete authority to make this Intellectual Property Assignment, and that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this IP Assignment Agreement.

6. Terms of the Purchase Agreement. This IP Assignment Agreement is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this IP Assignment Agreement to the extent and as provided in the Purchase Agreement. Nothing contained in this IP Assignment Agreement shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between this IP Assignment Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

7. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

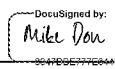
8. Applicable Law. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction that would result in the application of the laws of any other jurisdiction.

9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

**INMARKET MEDIA, LLC**

By:  \_\_\_\_\_  
Name: Mike Don  
Its: COO \_\_\_\_\_

**BONIAL INTERNATIONAL GMBH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

**INMARKET MEDIA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BONIAL INTERNATIONAL GMBH**

By: Max Biller  
Max Biller (304) 267-1128 (M-F 9-5)

Name: Maximilian Biller

Its: CEO

By: Francis Felice

Name: Francis Felice

Its: CFO

**Schedule A**

**Intellectual Property**

<u>Item</u>	<u>Registration Date</u>	<u>Related Intellectual Property</u>
Registered Trademark	June 4, 2013	“Out of Milk” – USPTO Registration no. 4345278, registered to Seller
Registered Trademark	November 1, 2017	“Out of Milk” – United Kingdom Trade Mark No. UK00916950685
Registered Trademark	November 1, 2017	Image – United Kingdom Trade Mark No. UK00916950651
Domain Names		outofmilk.com (owned by Seller) outofmilkapp.com (owned by Seller) outofmilkcdn.com (owned by Seller) outofmilkmailcdn.com (owned by Seller)

- Out of Milk application, including the following features:
  - Manage Shopping Lists - With Out of Milk, you can manage your shopping lists quickly and easily. Add items to your list and keep track of whether or not you have put them in your basket.
  - Quickly Add Items - Type, scan or speak to add items to your lists.
  - Organize With Categories - Easily organize your items into categories to keep your shopping lists organized and efficient!
  - Item Management - Manage everything you want to keep track of about the items in your shopping list - price, quantity, notes, coupons, and more!
  - Share Shopping Lists - Let others view and edit your shopping lists by inviting them through email.
  - Syncing - Create and manage lists on different devices and see your changes on all devices.
  - Manage Your Pantry - Keep track of what you're running out of in your pantry.
  - Manage To-Do Items - Don't forget appointments anymore! It is easy to quickly build a list of things you need to do, and your phone will even alert you when it's time!