

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camelot UK Bidco Limited		10/31/2022	Private Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Newfold Digital, Inc.		
Street Address:	5335 Gate Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2669208	MARKMONITOR	
Registration Number:	3338356	MARKMONITOR	
CORRESPONDENCE DATA			
Fax Number:	2025599163		
<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:	2026312021		
Email:	valerie.purdy-pyeron@rieblinglaw.com		
Correspondent Name:	Valerie A. Purdy-Pyeron, Paralegal		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 1025		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	000354-00014 MARKMONITOR		
NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal		
SIGNATURE:	/valerie a. purdy-pyeron/		
DATE SIGNED:	01/19/2023		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of October 31, 2022, is made by Camelot UK Bidco Limited (company number: 10267893), a private limited company organized under the laws of England and Wales, located at 70 St Mary Axe, London EC3A 8BE United Kingdom (“Seller”), in favor of Newfold Digital, Inc., a Delaware corporation, located at 5335 Gate Parkway, Jacksonville, FL 32256 (“Buyer”), the purchaser of certain assets of Seller and certain of its affiliates pursuant to the Stock and Asset Purchase Agreement by and between Seller and Buyer, dated as of September 9, 2022 (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to, and has agreed to cause certain of its affiliates to, sell and assign to Buyer, among other assets, certain intellectual property of Seller or its affiliates;

WHEREAS, pursuant to the Bill of Sale and Assignment and Assumption Agreement dated October 31, 2022 by and between Seller and Buyer (the “General Assignment”), Seller has assigned to Buyer the trademarks, service marks, certification marks, logos, trade dress, trade names, product names, brand names, domain names and other indicia of origin set forth on Schedule 1 hereto, including any renewals thereof and all common law rights thereto, and all goodwill associated therewith or symbolized thereby (the “Assigned Trademarks”), and Seller and Buyer would like to enter into an agreement confirming that assignment for filing with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable foreign countries or multinational authorities;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Seller and Buyer hereby acknowledge and agree that pursuant to the General Assignment, all of Seller’s entire right, title, and interest in and to the Assigned Trademarks have been irrevocably assigned, transferred, sold, and conveyed to Buyer, its successors and assigns, including 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 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, 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. To the extent any of the foregoing have not been effectively conveyed to Buyer under the General Assignment, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Assigned Trademarks.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. 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.

6. Governing Law. This Trademark Assignment, and all claims or causes of action based upon, arising out of, or related to this Trademark Assignment, or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Camelot UK Bidco Limited

DocuSigned by:
By: Jas Chahal
82B35CEADC80424...
Name: Jas Chahal
Title: Director
Address for Notices:

70 St Mary Axe
London EC3A 8BE United Kingdom

MarkMonitor International Limited

By: _____
Name:
Title:
Address for Notices:

70 St Mary Axe
London EC3A 8BE United Kingdom

AGREED TO AND ACCEPTED:

Newfold Digital, Inc.

By: _____
Name: Sharon Rowlands
Title: Chief Executive Officer
Address for Notices:

5335 Gate Parkway
Jacksonville, FL 32256

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Camelot UK Bidco Limited

By: _____

Name: Jas Chahal

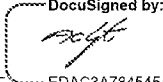
Title: Director

Address for Notices:

70 St Mary Axe

London EC3A 8BE United Kingdom

MarkMonitor International Limited

By:  _____
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Name: Andrew Wright

Title: Director

Address for Notices:

70 St Mary Axe

London EC3A 8BE United Kingdom

AGREED TO AND ACCEPTED:

Newfold Digital, Inc.

By: _____

Name: Sharon Rowlands

Title: Chief Executive Officer

Address for Notices:

5335 Gate Parkway

Jacksonville, FL 32256

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Camelot UK Bidco Limited

By: _____

Name: Jas Chahal

Title: Director

Address for Notices:

70 St Mary Axe

London EC3A 8BE United Kingdom

MarkMonitor International Limited

By: _____

Name:

Title:

Address for Notices:

70 St Mary Axe

London EC3A 8BE United Kingdom

AGREED TO AND ACCEPTED:

Newfold Digital, Inc.

DocuSigned by:

Sharon Rowlands

By: _____
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Name: Sharon Rowlands

Title: Chief Executive Officer

Address for Notices:

5335 Gate Parkway

Jacksonville, FL 32256

SCHEDULE 1
Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Owner	Reg. No.	Registration Date
MARKMONITOR	United States	Camelot UK Bidco Limited	2669208	12/31/2002
MARKMONITOR	United States	Camelot UK Bidco Limited	3338356	11/20/2007
MARKMONITOR	Benelux	Camelot UK Bidco Limited	775,588	10/26/2005
MARKMONITOR	Turkey	Camelot UK Bidco Limited	2014 41021	4/7/2015
MARKMONITOR	China P.R.	Camelot UK Bidco Limited	31129994	3/7/2019
MARKMONITOR	China P.R.	Camelot UK Bidco Limited	31129993	12/28/2019
MARKMONITOR & Design	Brazil	Camelot UK Bidco Limited	917107420	1/7/2020
MarkMonitor & Design	Great Britain	Camelot UK Bidco Limited	UK00003390639	7/12/2019
MarkMonitor & Design	Saudi Arabia	Camelot UK Bidco Limited	1441004019	1/23/2020
MarkMonitor & Design	Saudi Arabia	Camelot UK Bidco Limited	1441004020	1/23/2020

Mark	Jurisdiction	Owner	Reg. No.	Registration Date
MarkMonitor & Design	International	Camelot UK Bidco Limited	1496539	10/8/2019
MarkMonitor & Design	Community Trademark	Camelot UK Bidco Limited	1496539	10/8/2019
MarkMonitor & Design	Mexico	Camelot UK Bidco Limited	1496539	5/31/2021
MarkMonitor & Design	Japan	Camelot UK Bidco Limited	1496539	10/8/2019
MarkMonitor & Design	Switzerland	Camelot UK Bidco Limited	1496539	10/8/2019
MarkMonitor & Design	Hong Kong	Camelot UK Bidco Limited	305070960	9/27/2019
MarkMonitor & Design	Great Britain	Camelot UK Bidco Limited	UK00801496539	10/8/2019
MARKMONITOR & Logo	China P.R.	Camelot UK Bidco Limited	37339528	8/21/2020
MARKMONITOR & Logo	China P.R.	Camelot UK Bidco Limited	37339527	12/14/2019
MarkMonitor Design	Great Britain	Camelot UK Bidco Limited	UK00003390641	6/28/2019
MarkMonitor Design	International	Camelot UK Bidco Limited	1496540	10/8/2019
MarkMonitor Design	Switzerland	Camelot UK Bidco Limited	1496540	10/8/2019

TRADEMARK

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Mark	Jurisdiction	Owner	Reg. No.	Registration Date
MarkMonitor Design	Community Trademark	Camelot UK Bidco Limited	1496540	10/8/2019
MarkMonitor Design	India	Camelot UK Bidco Limited	1496540	10/8/2019
MarkMonitor Design	Japan	Camelot UK Bidco Limited	1496540	10/8/2019
MarkMonitor Design	Mexico	Camelot UK Bidco Limited	1496540	10/8/2019
MarkMonitor Design	Hong Kong	Camelot UK Bidco Limited	305070951	9/27/2019
MarkMonitor Design	Great Britain	Camelot UK Bidco Limited	UK00801496540	10/8/2019
MarkMonitor Logo	Saudi Arabia	Camelot UK Bidco Limited	1441004028	1/23/2020
MarkMonitor Logo	Saudi Arabia	Camelot UK Bidco Limited	1441004034	1/23/2020
码格御标 ("MarkMonitor in Chinese")	China P.R.	Camelot UK Bidco Limited	32143669	3/28/2019
码格誉安 ("MarkMonitor" in Simplified Chinese)	China P.R.	Camelot UK Bidco Limited	27824437	11/14/2018

Trademark Applications

Mark	Jurisdiction	Owner	App No.	Filing Date
MarkMonitor & Design	Canada	Camelot UK Bidco Limited	1956258	4/9/2019
MarkMonitor Design	Canada	Camelot UK Bidco Limited	1956257	4/9/2019

TRADEMARK

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RECORDED: 01/19/2023