

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1105 Media, Inc.		08/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Design World LLC		
Street Address:	1111 Superior Avenue, 26th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4658479	MOBILITY MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2214523122		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	09/01/2023		
Total Attachments: 5			
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OP \$40.00 4658479

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this "Assignment Agreement") is made as of the 31st day of August, 2023 by and between **1105 Media, Inc.**, a Delaware corporation ("Assignor"), and **Design World LLC d/b/a WTW Media, LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Bill of Sale referred to below.

WHEREAS, the Assignor and Assignee have entered into that certain Bill of Sale and Assumption dated as of the date hereof (the "Bill of Sale") pursuant to which the Assignor has sold directly to the Assignee the Transferred Assets, which include but are not limited to the intellectual property rights and the intellectual property set forth in **Exhibit A** attached hereto (collectively, the "Assigned Intellectual Property");

WHEREAS, Assignor desires to assign, transfer and convey all of the Assignor's rights to the Assigned Intellectual Property to Assignee in connection with the execution of the Bill of Sale; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property Rights. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's worldwide right, title and interest in and to the Assigned Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, and all common law trademark rights pertaining thereto, (ii) all rights to sue for infringement or dilution of any Assigned Intellectual Property, whether arising prior to or subsequent to the date of this Assignment Agreement, and (iii) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment contemplated by this Assignment Agreement not been made.

2. Further Assurances. Assignor will, without further consideration, at the request of the Assignee or any of its assigns and at the expense of such requesting party, promptly sign, execute, make and do all such deeds, documents, acts and things as the Assignee and its duly authorized agents may reasonably require in order to:

(a) apply for, obtain, register and vest in the name of the Assignee alone (unless the Assignee otherwise directs) letters patent, copyrights, trademarks or other analogous protection with respect to the Assigned Intellectual Property and all rights therein in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

3. Amendment; Modification; Waiver. This Assignment Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

4. Governing Law. This Assignment Agreement shall be governed by and construed with the laws of the State of Delaware without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of Delaware. Each party hereby irrevocably submits and consents to the exercise of personal jurisdiction and venue by any court located in Wilmington, Delaware, and by the United States District Court for the District of Delaware for purposes of any action or proceeding, whether under this Assignment Agreement, at law, or in equity, arising out of or relating to this Assignment Agreement and hereby irrevocably agrees, on behalf of itself, and on behalf of such party's successor's and assigns, that all claims in respect of such action or proceeding shall be heard and determined exclusively in any such court and each party irrevocably waives any objection such party may now or hereafter have as to the venue of any such action or proceeding brought in such a court or that such court is an inconvenient forum.

5. Assignment. The Assignee shall have the right to assign this Assignment Agreement as it may determine in its sole discretion, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by successors, assigns, executors, administrators and legal representatives.

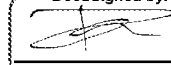
6. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission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

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ASSIGNOR:

1105 MEDIA, INC.

DocuSigned by:


By: Rajeev Kapur

Its: Chief Executive Officer

ASSIGNEE:

**DESIGN WORLD LLC D/B/A WTWH
MEDIA, LLC**

By: _____

Name: .

Title:

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ASSIGNOR:

1105 MEDIA, INC.

By: Rajeev Kapur
Its: Chief Executive Officer

ASSIGNEE:

**DESIGN WORLD LLC D/B/A WTWH
MEDIA, LLC**

By: Brandon Hall
Name: Brandon Hall
Title: Vice President

Exhibit A

ASSIGNED INTELLECTUAL PROPERTY

DOMAIN NAMES

Domain Name	Expiration Date	Registrar
mobilitymgmt.com (Main URL)	11/5/2024	Network Solutions
themobilityproject.com (Currently not in use)	11/18/2024	Network Solutions
hme-business.com (Main URL)	8/30/2024	Network Solutions
hme-business.net (Redirect to Main URL)	8/30/2024	Network Solutions
hmemediagroup.com (Redirect to Main URL)	5/25/2024	Network Solutions

TRADEMARKS

Country	Trademark, Application and Registration Number	Status	Identification	Owner Information
United States	Reg.: 4658479 App.: 86104044	Registered	Class 16: Printed publications, namely, magazines featuring information in the fields of computers, automation and technology in government Class 41: Providing an online magazine featuring information in the fields of computers, automation and technology in government	1105 Media, Inc.