

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Datamuse Corporation		12/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Merriam-Webster, Inc.		
Street Address:	47 Federal Street		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4674550	RHYMEZONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3125690434		
Email:	aric@jacoverlaw.com		
Correspondent Name:	Aric S. Jacover		
Address Line 1:	990 Grove St.		
Address Line 2:	Suite 402		
Address Line 4:	Evanston, ILLINOIS 60201		
NAME OF SUBMITTER:	Aric S. Jacover		
SIGNATURE:	/Aric S. Jacover/		
DATE SIGNED:	01/22/2024		
Total Attachments: 6			
source=Rhymezone-MW_Assignment of IP (Fully Executed)#page1.tif			
source=Rhymezone-MW_Assignment of IP (Fully Executed)#page2.tif			
source=Rhymezone-MW_Assignment of IP (Fully Executed)#page3.tif			
source=Rhymezone-MW_Assignment of IP (Fully Executed)#page4.tif			
source=Rhymezone-MW_Assignment of IP (Fully Executed)#page5.tif			

OP \$40.00 4674550

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this “Assignment”) is entered into as of December 18, 2023, by and between Datamuse Corporation (“Assignor”), a Delaware corporation, and Merriam-Webster, Inc., a Delaware corporation (“Assignee”). Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which among other things, Assignor agreed to sell, convey, transfer, assign and deliver to the Assignee all right, title and interest of the Assignor in and to all of the Purchased Assets thereto that are owned, leased or licensed by the Assignor on the Closing Date, in each case that are used, held for use or intended to be used or related to the Business;

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain name(s) and social media accounts identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Assignor is the owner of copyrights in the contents of the website(s) and other contents appearing at the Scheduled Domain Names (the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Scheduled Domain Names and any other domain names and social media accounts used in connection with the Business, as well as the Seller Intellectual Property Rights associated therewith;

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the business to which such works of authorship and copyrights pertain;

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain trademarks, service marks, and other source-identifying designations owned by Assignor and associated or used in connection with the Business, as successor to the business to which such marks pertain;

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title, and interest in and to the Seller Intellectual Property Rights.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants, and agreements set forth in this Assignment, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement which Assignee has paid in accordance with the Asset Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor:

a. all right, title, and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries;

b. the right to sue and collect damages or profits or both for past and present causes of action related to the Scheduled Domain Names.

2. Assignment of Copyright. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor:

a. all right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. the right to apply for registrations and to sue and collect damages or profits or both for past and present infringements of, or other causes of action related to, the Scheduled Works.

3. Assignment of Trademarks. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor:

a. all right, title, and interest in and to all other trademarks, service marks, or other source identifying designations used in connection with the Business appearing on Schedule B hereto, together with the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries (collectively, the "Trademarks"); and

b. the right to apply for registrations and to sue and collect damages or profits or both for past and present infringements of, or other causes of action related to, the Trademarks.

4. Assignment of Inventions. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts from Assignor:

a. all right, title, and interest in and to all inventions, discoveries, know-how, and improvements thereof, and patents, registrations, and applications related thereto, and any and all continuations, divisions, and renewals of and substitutes for said applications, and in, to, and under any and all additional patents, registrations, or other rights which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said patents created by, for, or otherwise acquired by, the Assignor specifically with respect to the Purchased Assets, including but not limited to all patents, patent applications, and registrations therefor together with the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose (collectively, the "Unscheduled Inventions"); and

b. the right to apply for patents and to sue and collect damages or profits or both for past and present infringements of, or other causes of action related to, the Unscheduled Inventions.

5. Further Assurances. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor (beyond the Purchase Price specified in the Asset Purchase Agreement), all known facts regarding the Seller Intellectual Property Rights, execute and deliver such further instruments or documents, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested to fully and effectively sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Seller Intellectual Property Rights, and to obtain and enforce proper protection for the Seller Intellectual Property Rights in any and all countries. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names and without limiting the foregoing, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

6. No Conflicts. Assignor, for itself and its successors and assigns, hereby represents and covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Miscellaneous. The terms and provisions of Article IX of the Purchase Agreement are hereby incorporated herein, *mutatis mutandis*, as if fully set forth herein.

[Signature page follows.]

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Intellectual Property Assignment as of the date provided above.

ASSIGNOR:

DATAMUSE CORPORATION

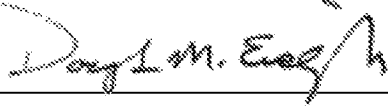
By: _____

Name: Doug Beeferman

Title: President

ASSIGNEE:

MERRIAM-WEBSTER, INC.

By:  _____

Name: Douglas Eveleigh

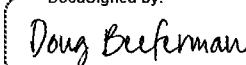
Title: Vice President

Signature Page to Assignment of Intellectual Property

In witness whereof, the undersigned have signed this Intellectual Property Assignment as of the date provided above.

ASSIGNOR:

DATAMUSE CORPORATION

DocuSigned by:

By: _____
Name: Doug Beferman
Title: President

ASSIGNEE:

MERRIAM-WEBSTER, INC.

By: _____
Name:
Title:

SCHEDULE A
SCHEDULED DOMAIN NAMES

Domain Names:

Domain Name	Domain Name Registrar	Price	Expiration
Rhymezone.com	Enom Inc.	\$15.44 per year, plus \$7.17/year for an “ID protect”	April 14, 2026
Rimar.io	Enom Inc.	\$15.44 per year, plus \$7.17/year for an “ID protect”	Oct 10, 2024
rimezone.com	Enom Inc.	\$15.44 per year, plus \$7.17/year for an “ID protect”	July 12, 2024
rymezone.com	Enom Inc.	\$15.44 per year, plus \$7.17/year for an “ID protect”	July 12, 2024
rhymezone.es	Amazon Web Services	\$10 per year	October 28, 2024

Social Media Accounts:

X (formerly Twitter): @RhymeZonecom

SCHEDULE B
SCHEDULED TRADEMARKS

- Registered Trademark with the United States Patent and Trademark Office for the “RHYMEZONE” mark. Registration Number: 4674550

