

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI121181

<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>
BDG GMGI ACQUISITION, INC.		11/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	GMI PTE LTD		
<b>Street Address:</b>	56 Neil Road		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	088830		
<b>Entity Type:</b>	Private Limited Company: SINGAPORE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2901710	GAWKER	
<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>	2064666607		
<b>Email:</b>	steve@coatesip.com		
<b>Correspondent Name:</b>	Mr. Stephen Jadie Coates		
<b>Address Line 1:</b>	3213 W Wheeler St. #362		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98199		
<b>NAME OF SUBMITTER:</b>	Stephen Coates		
<b>SIGNATURE:</b>	Stephen Coates		
<b>DATE SIGNED:</b>	03/26/2024		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of November 1, 2023 and effective as of 12:01 AM EST on such date, is made by BDG GMGI Acquisition, Inc. (the “Seller”), in favor of GMI PTE LTD (“Buyer”), a company incorporated in Singapore with a registered address of 56 Neil Road, Singapore 088830, the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement between Buyer and the Seller, dated as of the date hereof (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property (the “IP”) of the Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of the Seller’s right, title, and interest, including all rights under common law, together with that part of the goodwill of the business relating to the IP and which is symbolized by the IP, along with the right to sue for past infringements and recover damages and profits therefor (collectively, the “Assigned IP”):

- (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
- (b) the common law trademarks set forth on Schedule 2 hereto;
- (c) the copyright registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof;
- (d) the domain name registrations set forth on Schedule 4 hereto and all extensions and renewals thereof;
- (e) all derivatives, versions, releases, updates, modifications and improvements of the foregoing and all documentation for or tangible embodiments of any of the foregoing;
- (f) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (g) 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

(h) 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, 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.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions, including any and all relevant domain name registrars, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, the 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 IP to Buyer, or any assignee thereof or successor thereto. In the event Buyer is unable, after reasonable effort, to secure the Seller's cooperation in delivering such further instruments or further actions discussed herein, the Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as the Seller's agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act on the Seller's behalf and to do all lawfully permitted acts with the same legal force and effect as if executed by the Seller.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and Buyer with respect to the Assigned IP. 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.

4. Specific Performance. The parties agree that irreparable damage may occur if any provision of this IP Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

5. Severability. If any provision of this IP Assignment shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this IP Assignment or the validity or enforceability of this IP Assignment in any other jurisdiction, and the parties shall negotiate in good faith to modify such provision so that it is valid or enforceable to the parties.

6. Counterparts. This IP 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 IP 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 IP Assignment.

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

8. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of any other laws.

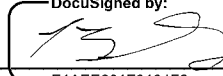
(Signature Page Follows)

The Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER

BDG GMGI ACQUISITION, INC.

DocuSigned by:



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

Name: Bryan Goldberg

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

GMI PTE LTD

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

Name: Kuok Meng Ru

Title: Director

Address for Notices:

GMI PTE LTD

56 Neil Road

Singapore 088830

Attention: Kuok Meng Ru

Email: gmi@c86.com

The Seller has duly executed and delivered this IP Assignment as of the date first above written.

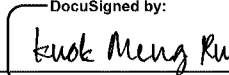
SELLER

BDG GMGI ACQUISITION, INC.,

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

GMI PTE LTD

DocuSigned by:  
By:  \_\_\_\_\_  
Name: ~~Kuok Meng Ru~~  
Title: Director  
Address for Notices:

GMI PTE LTD  
56 Neil Road  
Singapore 088830  
Attention: Kuok Meng Ru  
Email: gmi@c86.com

SCHEDULE 1:  
ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Class of Mark	Jurisdiction	Filing Date	Status	Registration No.
Gawker	Standard Character	United States	8/26/2003	Registered	2901710
Gawker	Standard Character	EU	3/16/2010	Registered	8957961
Gawker	Standard Character	UK	3/16/2010	Registered	UK00908957961
Gawker	Standard Character	CA	2/1/2010	Registered	TMA785433



SCHEDULE 2:

ASSIGNED COMMON LAW TRADEMARKS

GAWKER

**gawker** (GAWKER Stylized)

GAWKER.COM

ASK A FUCK UP



SCHEDULE 3:

ASSIGNED COPYRIGHT REGISTRATION

Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.
Seller	The Gawker Guide to Conquering All Media	10/17/2007	Registered	TX0006831598

SCHEDULE 4:

ASSIGNED DOMAIN NAME REGISTRATIONS

Domains	Registrar
defamer.cn	MarkMonitor
defamer.co	Route 53
defamer.com	Route 53
defamer.com.br	MarkMonitor
defamer.com.ph	MarkMonitor
defamer.eu	MarkMonitor
defamer.xxx	MarkMonitor
gaw.kr	MarkMonitor
gawker-labs.com	Route 53
gawker.be	Route 53
gawker.cn	MarkMonitor
gawker.co	Route 53
gawker.co.in	MarkMonitor
gawker.com	Route 53
team.gawker.com	subdomain added to google workspace for email purposes.
gawker.com.hk	MarkMonitor
gawker.com.ph	MarkMonitor
gawker.com.tw	MarkMonitor
gawker.design	MarkMonitor
gawker.dk	MarkMonitor
gawker.es	MarkMonitor
gawker.fr	MarkMonitor
gawker.hk	MarkMonitor
gawker.hu	MarkMonitor
gawker.in	Route 53
gawker.it	MarkMonitor
gawker.me	Route 53
gawker.media	Route 53
gawker.nl	Route 53
gawker.pl	MarkMonitor
gawker.se	MarkMonitor
gawker.tech	MarkMonitor
gawker.tv	Route 53
gawker.tw	MarkMonitor
gawkerartists.com	Route 53

Domains	Registrar
gawkerassets.com	Route 53
gawkerassets.xxx	MarkMonitor
gawkerclips.com	Route 53
gawkerclips.xxx	MarkMonitor
gawkerhd.com	Route 53
gawkermedia.com	Route 53
gawkermedia.xxx	MarkMonitor
gawkernet.com	Route 53
gawkershop.com	Route 53
gawkershop.xxx	MarkMonitor
gawkerstalker.co	Route 53
gawkertv.com	Route 53
gawkervideo.com	Route 53
gawkervideo.xxx	MarkMonitor
studioatgawker.com	Route 53
valleywag.co	Route 53
valleywag.com	Route 53
valleywag.org	Route 53
walleywag.com	Route 53
studioatgawker.com	MarkMonitor