

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327873

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Livebooks, Inc. | | 07/08/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WWLB Management, LLC | | |
| Street Address: | 2 Wisconsin Circle | | |
| Internal Address: | 3rd Floor | | |
| City: | Chevy Chase | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20815 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3053437 | LIVEBOOKS | |
| 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: | 7032885248 | | |
| Email: | jon@schiffirinlaw.com | | |
| Correspondent Name: | Jon A. Schiffirin | | |
| Address Line 1: | 8201 Greensboro Drive | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| NAME OF SUBMITTER: | Jon A. Schiffirin | | |
| SIGNATURE: | /jonaschiffirin/ | | |
| DATE SIGNED: | 01/04/2015 | | |
| Total Attachments: 4 | | | |
| source=Fully Executed liveBooks WWLB Exhibit C (7-8-13) (2)#page1.tif | | | |
| source=Fully Executed liveBooks WWLB Exhibit C (7-8-13) (2)#page2.tif | | | |
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OP \$40.00 3053437

EXHIBIT C -

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of July 8, 2013 (the "Effective Date") by **LIVEBOOKS, INC.**, a Delaware corporation (the "Assignor"), for the benefit of **WWLB MANAGEMENT, LLC**, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's trademarks, trademark registrations, trademark applications, servicemarks, trade names, business names, and brand names existing as of the Closing Date that are used, held for use or intended to be used exclusively in the operation or conduct of the Business (other than the Excluded Assets), including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. At the Assignee's expense, the Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

LIVEBOOKS, INC.

By: 
Name: TODD MATRUK
Title: CEO

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

“LIVEBOOKS” and the corresponding trademark registration U.S. registration number 3053437

[Schedule A to Trademark Assignment Agreement]