

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330609

<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>
Reverb Technologies, Inc.		12/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wordnik Society		
<b>Street Address:</b>	440 Helen Drive		
<b>City:</b>	Millbrae		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94030		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4475453	WORDNIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5102952401		
<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>	510-841-9800		
<b>Email:</b>	trademarks@cobaltlaw.com		
<b>Correspondent Name:</b>	Sophie Cohen		
<b>Address Line 1:</b>	918 Parker Street		
<b>Address Line 2:</b>	Building A21		
<b>Address Line 4:</b>	Berkeley, CALIFORNIA 94710		
<b>ATTORNEY DOCKET NUMBER:</b>	WORDNIK ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Gregory Soltys		
<b>SIGNATURE:</b>	/Gregory Soltys/		
<b>DATE SIGNED:</b>	01/30/2015		
<b>Total Attachments: 4</b>			
source=Wordnik-Reverb-Domain-Trademark#page1.tif			
source=Wordnik-Reverb-Domain-Trademark#page2.tif			
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source=Wordnik-Reverb-Domain-Trademark#page4.tif			

CH \$40.00 4475453

Exhibit 1

**DOMAIN AND TRADEMARK ASSIGNMENT**

This DOMAIN AND TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of November \_\_, 2014 by and among Reverb Technologies, Inc., a Delaware corporation ("*Assignee*") and Wordnik Society ("*Assignor*").

WHEREAS, pursuant that certain Separation Letter dated of even date herewith, Assignor has agreed to assign to Assignee all of the Assignor's right, title and interest in and to the domain name registrations listed in Schedule I hereto and all related trademarks, service marks, trade names and goodwill (collectively, the "*Assigned Intangible Property*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Intangible Property, and all goodwill associated with the Assigned Intangible Property and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Intangible Property and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Intangible Property.

2. Further Assurances. The Assignor agreed to execute and deliver such other documents and to take all such other actions which the Assignee, its successors, and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees, and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE NEXT]



THE STATE OF TEXAS, COUNTY OF TARRANT, SS. I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

Witness my hand and seal of office at Fort Worth, Texas, this 15th day of August, 1914.

*[Signature]*  
Notary Public  
Tarrant County, Texas

*[Signature]*  
Notary Public  
Tarrant County, Texas

*[Signature]*  
Notary Public  
Tarrant County, Texas

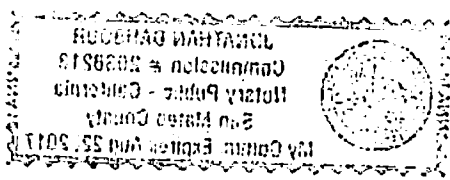
THE STATE OF TEXAS, COUNTY OF TARRANT, SS. I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

*[Signature]*  
Notary Public  
Tarrant County, Texas

8/15/14

8/15/14

THE STATE OF TEXAS, COUNTY OF TARRANT, SS. I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.



SCHEDULE I

Domain Name Registrations

centurydictionary.com, haikutionary.com, kindrow.com, newcenturydictionary.com, nikword.com, ordnik.com, stupiddictionary.com, tweetnik.com, wordflavors.com, wordie.org, wordni.com, wordnick.com, wordnik.com, wordnik.net, wordnik.org, wordniks.com, wordniksucks.com, wordniksux.com, wordniq.com, wordnique.com, wordnix.com, wordsnick.com, wordsr.us, worknick.com, worknik.com, wornik.org, wrdnik.com, alphabeticall.com

Trademark Registrations

WORDNIK USA App. No. 77/726,232

Reg. No. 4,475,453 Int'l Class 16: Dictionaries.

First Use: 05/31/2011

First Use in Commerce: 05/31/2011

Int'l Class 41: An online non-downloadable searchable dictionary, thesaurus, rhyming dictionary, dictionary of labeled images associated with specific words; online journals, namely, blogs featuring information about words, namely, language, definitions, pronunciation.

First Use: 06/08/2009

First Use in Commerce: 06/08/2009

Int'l Class 42: Non-downloadable computer software that enables third party websites and applications to retrieve data and information for incorporation into the third parties' products and services; computer software enabling access to online interactive dictionary, glossary, thesaurus, word disambiguation tool, user content, word use statistics, synonyms, antonyms, rhyming words, related words, images, and other information about words via electronic books, web browsers, mobile devices, and wireless devices; providing customized online web pages featuring user-defined information, which includes search engines and on-line web links to other web sites; providing a website that gives users the ability to create customized web pages featuring user-defined content, personal profiles and information; providing temporary use of non-downloadable software to enable uploading, posting, showing, editing, viewing, tagging, blogging and sharing information, user-generated content, and audio content via the internet and other communications networks; computer services for others, namely, providing search engines for obtaining data on a global computer network.

First Use: 06/08/2009

First Use in Commerce: 06/08/2009