

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399764

<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>
Data Driven Marketing, Inc.		09/20/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WRW Acquisition Corp.		
<b>Street Address:</b>	501 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 301		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<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>	4743216	WHATRUNSWHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4242391890		
<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>	4242391890		
<b>Email:</b>	achen@lkpgl.com		
<b>Correspondent Name:</b>	Andrew B. Chen		
<b>Address Line 1:</b>	1901 Avenue of the Stars		
<b>Address Line 2:</b>	Suite 480		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Andrew B. Chen		
<b>SIGNATURE:</b>	/Andrew B. Chen/		
<b>DATE SIGNED:</b>	09/26/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) is entered into as of September 20, 2016 by and between WRW Acquisition Corp., a Delaware corporation (“**Assignee**”), and Data Driven Marketing, Inc., a Delaware corporation (“**Assignor**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the names, service marks, trademarks and tradenames set forth on Schedule I hereto (the “**Marks**”); and

WHEREAS, pursuant to the terms of that certain Agreement for Purchase and Sale of Assets dated September 20, 2016 (the “**Purchase Agreement**”), by and among Pathmatics, Inc., Assignee, Assignor, and the stockholders of the Assignor as set forth on the signature pages thereto, Assignor has agreed to transfer to the Assignee the Marks;

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

1. **Trademark Assignment.** Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and any and all registrations, application, renewals or extensions therefor.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Marks, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Marks as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Marks and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Marks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement and the Purchase Agreement contain the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

4. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this

Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

8. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO.

9. **Legal Action.** Each party expressly and irrevocably (a) consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, or any other document delivered in connection herewith, shall be brought in any applicable state court located in Los Angeles County, California, or if appropriate for federal court, the United States District Court, Central District of California, (b) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding, (c) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis and (d) agrees that service of process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 11.2 of the Purchase Agreement shall be deemed good, proper and effective service upon such party.

10. **Further Assurances.** Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, in order to confirm the transfer of the Marks to Assignee, its successors and assigns, all as Assignee, its successors or assigns, shall reasonably request.

11. **Definitions.** Except as otherwise explicitly provided herein, all capitalized terms shall have the meanings set forth in the Purchase Agreement.

[Signatures on following pages]


IN WITNESS WHEREOF, this Trademark Assignment is effective this 20 day of September, 2016.

**DATA DRIVEN MARKETING, INC.**

By: \_\_\_\_\_  
Name: Michael Cojano  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED TO:

**WRW ACQUISITION CORP.**

By:  \_\_\_\_\_  
Gabriel Gottlieb, Chief Executive Officer

IN WITNESS WHEREOF, this Trademark Assignment is effective this 17 day of September, 2018.

DATA DRIVEN MARKETING, INC.

  
Name: Michael Adams  
Title: Chief Executive Officer

ACCEPTED, FORWARDED AND AGREED TO:

WWW.ACQUISITION.COM

  
Name: Michael Adams, Chief Executive Officer

Signature: Michael Adams  
1809201809, 1809201809

SCHEDULE I

THE MARKS

	<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
1	WHATRUNSWHERE	4,743,216	May 26, 2015
2			

SIGNATURE PAGE TO  
TRADEMARK ASSIGNMENT

**TRADEMARK**