

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
wot.io		01/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	InterDigital Communications, Inc.		
Street Address:	1001 E. Hector Street		
Internal Address:	Suite 300		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86563505	DATA SERVICE EXCHANGE	
Serial Number:	86407693	WOT.IO	
Serial Number:	86407672	WOT.IO	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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:	215-568-6400		
Email:	trademarks@vklaw.com		
Correspondent Name:	Dionne Heard		
Address Line 1:	30 S. 17th Street		
Address Line 2:	18th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	WOT		
NAME OF SUBMITTER:	Dionne Heard		
SIGNATURE:	/Dionne Heard/		
DATE SIGNED:	04/20/2017		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(the "**Agreement**"), executed as of the date last signed and effective as of January 5, 2016 (the "**Effective Date**"), is between **wot.io**, a Delaware corporation having a mailing address at 30 West 24th Street, Floor 6, New York, NY 10010 ("**wot.io**") and **InterDigital Communications, Inc. ("ICI")**, a Delaware corporation having a mailing address at 1001 E. Hector Street, Suite 300, Conshohocken, Pennsylvania 19428.

WHEREAS, **wot.io** desires to assign the Patent Rights (as defined herein) to ICI as a distribution of its assets to its shareholders in connection with the wind-down of its operations;

WHEREAS, **wot.io** desires to assign the Trademark Rights (as defined herein) to ICI as a distribution of its assets to its shareholders in connection with the wind-down of its operations;

WHEREAS, **wot.io** is winding down its operation and desires to assign to ICI all right, title and interest in and to the Trademark Rights as part of and along with the entire business to which the Trademark Rights pertain as required by 15 U.S.C. § 1060, and whereby ICI is a successor to the business of **wot.io** to which the Trademark Rights pertain, and wherein ICI has a continuing *bona fide* intent to use the Trademark Rights in commerce as a successor to the business of **wot.io** to which the Trademark Rights pertain;

WHEREAS, ICI is desirous of acquiring the entire right, title and interest in and to the Trademark Rights and the goodwill of the business symbolized thereby and related thereto;

NOW THEREFORE, in consideration of the promises contained herein and intending to be legally bound, the parties hereto agree as follows:

1. "**Patent Rights**" means all U.S. and foreign patents and patent applications (including, without limitation, provisional patent applications, continuations, divisionals, continuations-in-part, substitutions, reissues, reexaminations, renewals, extensions, utility model applications, and utility models) and any and all inventions and rights to file patent applications on inventions and invention disclosures that are owned, conceived or reduced to practice, whether solely or jointly, by **wot.io** as of the Effective Date; *provided, however*, "Patent Rights" does not include and specifically excludes any such inventions (or right to file patent applications thereon) which have been developed by **wot.io** under the terms of a written agreement with a third party which provides that such invention (or right to file patent applications thereon) shall be owned by the third party and not by **wot.io**.

2. "**Trademark Rights**" means all U.S. and foreign trademark applications and registrations for the trademarks listed in **Schedule A** and any common law trademark rights of **wot.io**, as well as the goodwill of the business symbolized thereby and related thereto.

3. **Assignment of Patent Rights.** Subject to any rights granted under the Patent Rights prior to the date of this Agreement, in connection with wot.io's wind-down of its operations, wot.io hereby assigns to ICI wot.io's entire right, title, and interest in and to the Patent Rights throughout the world, including, without limitation, (i) its rights to sue for and collect damages for past, present, and future infringement of the Patent Rights; (ii) the right to settle and compromise those claims and to retain all proceeds, damages, and royalties arising from those claims (except as may be otherwise agreed to between the parties); and (iii) the right to transfer, assign, pledge, or otherwise encumber title of the Patent Rights.

4. **Assignment of Trademark Rights.** Subject to any rights granted under the Trademark Rights prior to the date of this Agreement, in connection with wot.io's wind-down of its operations, wot.io hereby assigns to ICI wot.io's entire right, title, and interest in and to the Trademark Rights, together with the goodwill of the business symbolized thereby and related thereto, throughout the world, including, without limitation, (i) its rights to sue for and collect damages for past, present, and future infringement of the Trademark Rights; (ii) the right to settle and compromise those claims and to retain all proceeds, damages, and royalties arising from those claims (except as may be otherwise agreed to between the parties); and (iii) the right to transfer, assign, pledge, or otherwise encumber title of the Trademark Rights.

5. **Assignment of Patent Files.** wot.io hereby assigns to ICI its entire right, title, and interest in and to all files and records, whether on paper or computer media, relating to the Patent Rights.

6. **Assignment of Trademark Files.** wot.io hereby assigns to ICI its entire right, title, and interest in and to all files and records, whether on paper or computer media, relating to the Trademark Rights.

7. **Acceptance of Assignment.** ICI hereby accepts the assignment of the Patent Rights and Trademark Rights, files and records as set forth in Paragraphs 3, 4, 5, and 6.

8. **RESERVED**

9. **Warranties.** wot.io warrants to ICI that wot.io has the right and power to enter into this Agreement and to assign the rights assigned hereby. wot.io does not warrant the validity or scope of any of the Patent Rights or Trademark Rights.

10. **Disclosures of Patentable Inventions.** wot.io and its employees, consultants, and contractors have kept regular records regarding any inventions which any of them have conceived or made, whether solely or with others, which are or may be patentable and relate to the Patent Rights, and shall provide those records to ICI. wot.io shall provide ICI with a full disclosure of all technical and other information, to the extent such information is in its possession and control, which is deemed, in the sole judgment of ICI, necessary or desirable for use in the preparation of patent applications of the Patent Rights.

11. **ICI Discretion.** ICI shall exercise its sole discretion in making all decisions with respect to the Patent Rights and the Trademark Rights, such as whether and when to file U.S. patent and trademark applications, how extensively to prosecute patent and trademark applications, what patents, patent applications, trademark applications and trademark registrations to maintain, countries in which to file foreign patent or trademark applications, the terms of license agreements, whether and when to institute patent or trademark litigation, and the terms of any settlement.

12. **Costs.** All costs and expenses incurred in connection with the filing, prosecution, and maintenance of any and all patents and patent applications of the Patent Rights, trademark applications and registrations, licensing of the Patent Rights or Trademark Rights, and litigation of any of the Patent Rights or Trademark Rights, including, without limitation, the costs of recording the assignment of Patent Rights and Trademark Rights hereunder, shall be borne by ICI.

13. **Confidentiality.** Each party shall exercise reasonable diligence to maintain the confidentiality of any confidential information learned or acquired from the other. This obligation of confidentiality shall not apply to:

- a. any part of the confidential information which is in or enters the public domain;
- b. any part of the confidential information which is necessary to be disclosed for purposes of filing, prosecuting, or litigating any patent application or patent; and
- c. any part of the confidential information which is required to be disclosed by law or order of any court or governmental agency.

14. **Authorization to Delegate.** ICI may delegate its rights hereunder to a third party of its choice.

15. **Entire Agreement.** This is the entire agreement between the parties as to the Patent Rights and Trademark Rights.

16. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns.

17. **Notices.** Any notice permitted or required by this Agreement shall be in writing and shall be transmitted by overnight delivery service, by certified mail, postage prepaid, return receipt requested, or delivered by hand. Any notice shall be addressed to the other party at its address set forth herein or such other address as shall have been given by proper notice. Any such notice shall be effective as of its date of delivery.

18. **Equitable Relief.** wot.io agrees that a breach by wot.io of this Agreement will cause irreparable harm to ICI, for which the remedy at law would be inadequate. In the event of any such breach, ICI shall be entitled to an injunction, in addition to any other rights and remedies to which it may be entitled.

19. **Governing Laws.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative.

WOT.IO, INC.,
a Delaware corporation

Jeronis,
Michael E

Digitally signed by Jeronis, Michael E
DN: cn=Jeronis, o=WOT.IO, ou=WOT.IO, email=jeronis@wot.io, c=US

By: _____

Michael E. Jeronis
Chief Operating Officer

Dated: 1/5/2017

INTERDIGITAL COMMUNICATIONS, INC.,
a Delaware corporation

By: _____

Scott A. McQuilkin
President

Dated: _____

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19. **Governing Laws.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representative.

WOTIO, INC.,

a Delaware corporation

By: _____

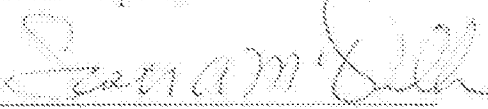
Michael E. Jeronis

Chief Operating Officer

Dated: _____

INTERDIGITAL COMMUNICATIONS, INC.,

a Delaware corporation

By:  _____

Scott A. McQuilkin

President

Dated: 1-9-17

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Schedule A
Trademarks

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
<u>BIP.IO</u>	United States of America	86/532,021	
<u>BIP.IO</u>	International Bureau (WIPO)	1287349	1287349
<u>BIP.IO</u>	Canada	1,740,496	
<u>BIP.IO</u>	European Union	1287349	1287349
<u>DATA SERVICE EXCHANGE</u>	United States of America	86/563,505	
<u>DATA SERVICE EXCHANGE</u>	Canada	01/745,854	
<u>DATA SERVICE EXCHANGE</u>	International Bureau (WIPO)	01/289314	1289314
<u>DATA SERVICE EXCHANGE</u>	European Union	1289314	1289314
<u>WOT.IO</u>	United States of America	86/407,693	
<u>WOT.IO</u>	Canada	1,721,116	
<u>WOT.IO</u>	International Bureau (WIPO)	1285692	1285692
<u>WOT.IO</u>	European Union	1285692	1285692
<u>WOT.IO and Design</u>	United States of America	86/407,672	
<u>WOT.IO and Design</u>	Canada	1,721,105	