

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431086

<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>
Mode Media Corporation		09/26/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PSCP Holding Limited		
<b>Street Address:</b>	Quijano Chambers		
<b>Internal Address:</b>	PO BOX 1139		
<b>City:</b>	Road Town, Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Entity Type:</b>	Limited Corporation: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3469361	NING	
<b>Registration Number:</b>	3871563	NING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035726540		
<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>	303 572 6500		
<b>Email:</b>	GTIPMAIL@gtlaw.com,strongg@gtlaw.com,dentonj@gtlaw.com		
<b>Correspondent Name:</b>	Gayle L. Strong		
<b>Address Line 1:</b>	1200 17th Street, Suite 2400		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	170589.010100		
<b>NAME OF SUBMITTER:</b>	Gayle L. Strong		
<b>SIGNATURE:</b>	/Gayle L. Strong/		
<b>DATE SIGNED:</b>	06/15/2017		
<b>Total Attachments: 4</b>			
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EXHIBIT 9.1 (d)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of September 22, 2016 (the "Effective Date"), by and between Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Mode Media Corporation (the "Seller"), and PSCP Holdings Limited, a British Virgin Islands corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of September 22, 2016, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.



SCHEDULE A

Trademarks

Description	Registration No. Application No.	Registration Date Application Date	Country
Ning	3469361	7/15/08	USA
Ning	3871563	11/2/10	USA
Ning	2481665	12/12/11	Argentina
Ning	2481666	12/12/11	Argentina
Ning	2515408	6/20/12	Argentina
Ning	1395450	11/19/10	Australia
Ning	830883860	12/8/10	Brazil
Ning	830883878	12/8/10	Brazil
Ning	830883886	12/8/10	Brazil
Ning	TMA797279	5/11/11	Canada
Ning	6740907	6/21/12	China
Ning	6740902	5/14/10	China
Ning	6740908	6/28/10	China
Ning	6901052	12/1/08	European Community
Ning	301113551	5/10/08	Hong Kong
Ning	2057787	11/23/10	India
Ning	2057790	11/23/10	India
Ning	2057791	11/23/10	India
Ning	450026542000	2/18/09	Korea

Description	Registration No. Application No.	Registration Date Application Date	Country
Ning	1141336	12/12/10	Mexico
Ning	1207198	3/17/11	Mexico
Ning	1240620	9/29/11	Mexico
Ning	579465	11/21/08	Switzerland
Ning	1349059	2/1/09	Taiwan
Mogwe	4284086	1/29/13	United States
Mogwe	10215259	1/3/12	European Community