

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIFT.IO Inc.		08/17/2018	Corporation: DELAWARE
NORTH BRIDGE VENTURE PARTNERS 7, L.P.		08/17/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	NBVP Asset Acquisition, Inc.		
Street Address:	60 William Street, Suite 350		
Internal Address:	c/o North Bridge Venture Partners		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5176695	RIFT.IO	
Registration Number:	5181919	RIFT.IO	
Registration Number:	5176711	RIFT.WARE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6000		
Email:	whiptrademark@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	60 State Street		
Address Line 2:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	0104402.193		
NAME OF SUBMITTER:	Michael J. Bevilacqua, Esq.		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	08/20/2018		

OP \$90.00 5176695

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is made as of August 17, 2018, by and among rift.IO Inc., a Delaware corporation (the “Debtor”), North Bridge Venture Partners 7, L.P., in its capacity as secured party under the Debt Documents (as defined below) (the “Secured Party” or the “Transferor”), and NBVP Asset Acquisition, Inc., a Delaware corporation (the “Transferee”), the designee of North Bridge Venture Partners 7, L.P., in its capacity as purchaser of the Collateral (as defined below) (the “Purchaser”).

WHEREAS, Debtor is the owner of the trademark applications and/or registrations identified on Schedule A here to, including the goodwill of the business connected with the use of, and symbolized by, said marks (collectively, the “Trademark Collateral”);

WHEREAS, Transferor is a party to and has rights under (i) that certain Loan and Security Agreement, dated as of January 12, 2018, by and between Debtor and Secured Party as lender and agent, as amended to date (the “Debt Documents”), (ii) that certain Loan and Security Agreement, dated as of March 9, 2018, by and between Debtor and Secured Party as lender, as amended to date (the agreements named in each of clauses (a) and (b) above collectively, and each as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreements”), and (iii) certain promissory notes (the “Notes” and, together with the Loan and Security Agreements, the “Debt Documents”) executed by Debtor in favor of Secured Party, evidencing the indebtedness of Debtor under the Loan and Security Agreements;

WHEREAS, the obligations of Debtor to Transferor under the Debt Documents were secured by the grant of a security interest in all of the Collateral (as defined in the Debt Documents), including the Trademark Collateral;

WHEREAS, Debtor is in default under the terms of the Debt Documents; and

WHEREAS, Transferor, Transferee and Purchaser are parties to that certain Secured Party’s Bill of Sale (the “Bill of Sale”), dated August 17, 2018, pursuant to which Transferor granted, sold, transferred, assigned and delivered unto Transferee, its successors and assigns, to have and to hold forever, all of its and Debtor’s right, title, and interest in the Collateral, including the Trademark Collateral;

NOW, THEREFORE, for the consideration in the Bill of Sale and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor, Transferee and Debtor do hereby agree as follows:

Transferor hereby assigns to Transferee, the entire right, title and interest in and to the trademark applications and/or registrations of Debtor identified on Schedule A hereto and the trademarks which are the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks and the right to recover for past infringement, and Debtor acknowledges all of the foregoing, including such assignment to Transferee.

Each of Transferor and Debtor, further agrees for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Transferee, to effectuate this assignment.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed as of the date first above written.

North Bridge Venture Partners 7, L.P., a Delaware limited partnership, as Transferor

By: North Bridge Venture Management 7, L.P., its General Partner

By: NBVM GP, LLC, its General Partner

By: Edward T. Anderson
Name: Edward T. Anderson
Title: Manager



NBVP Asset Acquisition, Inc., a Delaware
corporation, as Transferee

By: Edward T. Anderson

Name: Edward T. Anderson

Title: President, Secretary and Treasurer



rift.IO Inc., a Delaware
corporation, as Debtor

By: Anthony Schoener
Name: Anthony Schoener
Title: CEO

**Schedule A
Assignment of Trademarks**

U.S. trademarks and trademark applications	
1.	U.S. Intent-to-Use Trademark Registration No. 5,176,695 For the Mark RIFT.IO MBF Ref: 206674-9002-US00 Registration Date: April 4, 2017
2.	U.S. Intent-to-Use Trademark Registration No. 5,181,919 For the Mark RIFT.IO MBF Ref: 206674-9002-US01 Registration Date: April 11, 2017
3.	U.S. Intent-to-Use Trademark Registration No. 5,176,711 For the Mark RIFT.WARE in Class 09 MBF Ref: 206674-9003-US00 Registration Date: April 4, 2017