

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rainmaker Digital, LLC		06/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WPEngine, Inc.		
Street Address:	504 Lavaca Street, Suite 1000		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666657	STUDIOPRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2319320411		
Email:	brianhall@traverselegal.com		
Correspondent Name:	Brian A. Hall/ Traverse Legal PLC		
Address Line 1:	810 Cottageview Drive, Suite G-20		
Address Line 4:	Traverse City, MICHIGAN 49684		
ATTORNEY DOCKET NUMBER:	WPEngine Rainmaker Digit.		
NAME OF SUBMITTER:	Brian A. Hall		
SIGNATURE:	/BAH/		
DATE SIGNED:	08/25/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of June 26, 2018, by Rainmaker Digital, LLC, a Delaware limited liability company with its principal place of business at 6125 Luther lane, Box 286, Dallas, Texas 75225 ("Assignor"), in favor of WPENGINE, Inc., a Delaware corporation with its principal place of business at 504 Lavaca Street, Suite 1000, Austin, Texas 78701 ("Assignee").

Pursuant to the Asset Purchase Agreement between Assignor and Assignee dated as of the date hereof ("Purchase Agreement"), Assignor sold, assigned, transferred, conveyed and delivered all of its right, title and interest in or to certain assets of the Assignor, including the Assigned Trademarks (defined below), to the Assignee.

Under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

Assignor agrees as follows:

1. Assignment of the Assigned Trademarks. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title, and interest in, to and under any and all (i) trademark registrations and applications for registration listed in Exhibit A, (ii) all goodwill associated therewith and symbolized thereby, (iii) all extensions and renewals of such registrations and applications, and (iv) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation of the foregoing ("Assigned Trademarks").

2. General Provisions.

2.1 Further Actions. Assignor covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Purchase Agreement, including in the implementation or perfection of this Assignment and the recording and execution of any additional documents necessary to facilitate the assignment of the Assigned Trademarks in any jurisdiction

2.2 Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

2.3 Assignments and Successors. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the parties hereto.

2.4 Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the

parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

2.5 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. If the terms and conditions of this Assignment conflict with the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

[remainder of page intentionally left blank; signature page follows]

Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

RAINMAKER DIGITAL, LLC

By: _____

Name: Brian Clark

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

WPENGINE, INC.

By: _____

Name: Heather Brunner

Title: Chief Executive Officer

Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

RAINMAKER DIGITAL, LLC

By: _____

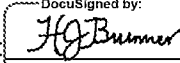
Name: Brian Clark

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

WPENGINE, INC.

By:  _____
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Name: Heather Brunner

Title: Chief Executive Officer

Exhibit A

ASSIGNED TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	USPTO Registration/Application Status	Country
STUDIOPRESS	77/662,644	February 3, 2009	3,666,657	August 11, 2009	Live	United States