TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM490059

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W4 LLC		06/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	W4 Holding Company, LLC
Street Address:	4800 140th Avenue N, Suite 102
Internal Address:	c/o Digital Media Solutions, LLC
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33762
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77765602	W4
Serial Number:	87450188	SHOUTABLE

CORRESPONDENCE DATA

Fax Number: 3102299901

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.

Phone: 3102290468

Email: mwnorman@venable.com **Correspondent Name:** Marjorie Witter Norman

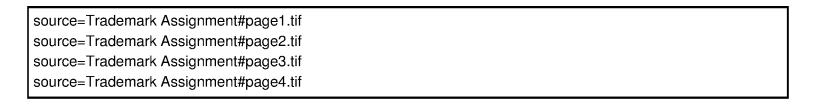
Address Line 1: 2049 Century Park East, Suite 2300

Venable LLP Address Line 2:

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	122828434379
NAME OF SUBMITTER:	Marjorie Witter Norman
SIGNATURE:	/Marjorie Witter Norman/
DATE SIGNED:	09/14/2018

Total Attachments: 4



TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Trademark Assignment"), dated as of June 29, 2018 (the "Effective Date"), by and between W4 LLC, a Delaware limited liability company (the "Company" or "Assignor"), and W4 Holding Company, LLC, a Delaware limited liability company (the "Buyer" or "Assignee", together with Assignor, the "Parties"). All capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of June 29, 2018 (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's rights, title and interest in and to certain intellectual property rights, including, but not limited to, certain trademarks set forth on **Schedule A** attached hereto (collectively, the "**Trademarks**"); and

WHEREAS, the Parties desire to further evidence and confirm the assignment of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein and in the Asset Purchase Agreement, the Parties, hereby agree as follows:

- Assignor hereby confirms the sale, conveyance, assignment, transfer and delivery unto the said Assignee, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, all applications, registrations and renewals in connection therewith, and any and all other rights to existing or future registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages, royalties and profits due or accrued in or relating to any of the foregoing; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.
- **Authorization to Record.** Assignor agrees that this Trademark Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This Trademark Assignment may be submitted to the U.S. Patent and Trademark Office, or any similar offices throughout the world, or to any other person, as evidence of Assignee's ownership.
- 3. <u>Entire Agreement, Amendment and Waivers</u>. This Trademark Assignment and the Asset Purchase Agreement, together with any other agreements, Exhibits and Schedules attached thereto or referenced therein, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all other prior and contemporaneous commitments, arrangements, agreements and/or understandings, both oral and written, among the Parties with respect to the subject matter hereof and thereof. No waiver, amendment, modification or change of any provision of this Trademark Assignment shall be effective unless and until made in writing and signed by Assignor and Assignee.
- **5.** <u>Further Assurances</u>. Assignor shall, free of charge, execute and deliver, at the request of Assignee, such additional documents, instruments, conveyances and assurances as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment, or caused this Trademark Assignment to be executed by their respective duly authorized officers, on and as of the Effective Date.

ASSIC	ASSIGNOR:	
W4 L1		
Ву:	Mala	
Daye:	6/29/18	
Name:	sason whiter	
Title:	CEO	
ASSIC	<u>inee</u> :	
W4 H	OLDING COMPANY, LLC	
Ву:		
Date:		
Name:		

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment, or caused this Trademark Assignment to be executed by their respective duly authorized officers, on and as of the Effective Date.

ASSIGNOR:			
W4 LL	W4 LLC		
By:			
Date:			
Name:			
Title:			
<u>ASSIG</u>	<u>NEE</u> :		
W4 HC	W4 HOLDING COMPANY, LLC		
	1. 1.		
By:	fm 1,500		
Date:	June 29th, 2018		
Name:	Joseph Marinucci		
Title:	Manager		

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	Application No. / Registration No.
U.S.	W4 (and Design)	77765602
U.S.	SHOUTABLE	87450188

RECORDED: 09/14/2018