

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490059

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
W4 LLC		06/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W4 Holding Company, LLC		
<b>Street Address:</b>	4800 140th Avenue N, Suite 102		
<b>Internal Address:</b>	c/o Digital Media Solutions, LLC		
<b>City:</b>	Clearwater		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33762		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77765602	W4	
<b>Serial Number:</b>	87450188	SHOUTABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102299901		
<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>	3102290468		
<b>Email:</b>	mwnorman@venable.com		
<b>Correspondent Name:</b>	Marjorie Witter Norman		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2300		
<b>Address Line 2:</b>	Venable LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	122828434379		
<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman		
<b>SIGNATURE:</b>	/Marjorie Witter Norman/		
<b>DATE SIGNED:</b>	09/14/2018		
<b>Total Attachments: 4</b>			

CH \$65.00 77765602

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

**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:

- 1. Assignment.** Effective on and as of the Effective Date, pursuant to the Asset Purchase Agreement, 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.
- 2. 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. Entire Agreement, Amendment and Waivers.** 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. Further Assurances.** 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.

**ASSIGNOR:**

W4 LLC

By: 

Date: 6/29/18

Name: JASON WALKER

Title: CEO

**ASSIGNEE:**

W4 HOLDING COMPANY, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[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 LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**W4 HOLDING COMPANY, LLC**

By:                     *Joseph Marinucci*                    

Date:                     June 29th, 2018                    

Name:                     Joseph Marinucci                    

Title:                     Manager

**SCHEDULE A**

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