

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671836

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900629968		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pub Ocean Limited		07/22/2020	Private Company: ENGLAND AND WALES
Hexagram Advertising Exchange Inc.		07/22/2020	Private Company: DELAWARE
Hexagram Labs Limited		07/22/2020	Private Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perion Network Ltd.		
<b>Street Address:</b>	Harokmim St. 26		
<b>City:</b>	Holon		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	5885849		
<b>Entity Type:</b>	Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6026740	PUB OCEAN	
<b>Registration Number:</b>	6026741	PUB OCEAN	
<b>Registration Number:</b>	4240217	SCRIBOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668643947		
<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>	9738281284		
<b>Email:</b>	tm@myerswol.in.com		
<b>Correspondent Name:</b>	Myers Wolin, LLC		
<b>Address Line 1:</b>	100 S. Jefferson Road, Suite 202		
<b>Address Line 4:</b>	Whippany, NEW JERSEY 07981		
<b>ATTORNEY DOCKET NUMBER:</b>	GLAP 11158		
<b>DOMESTIC REPRESENTATIVE</b>			

<b>Name:</b>	Harris A. Wolin
<b>Address Line 1:</b>	100 S. Jefferson Road, Suite 202
<b>Address Line 4:</b>	Whippany, NEW JERSEY 07981
<b>NAME OF SUBMITTER:</b>	Harris A. Wolin
<b>SIGNATURE:</b>	/Harris A. Wolin/
<b>DATE SIGNED:</b>	09/01/2021
<b>Total Attachments: 6</b> source=2021-07-15 -Updated Pub Ocean - IP assignment#page1.tif source=2021-07-15 -Updated Pub Ocean - IP assignment#page2.tif source=2021-07-15 -Updated Pub Ocean - IP assignment#page3.tif source=2021-07-15 -Updated Pub Ocean - IP assignment#page4.tif source=2021-07-15 -Updated Pub Ocean - IP assignment#page5.tif source=2021-07-15 -Updated Pub Ocean - IP assignment#page6.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT DEED**

This Intellectual Property Assignment Deed is made and entered into as of July 22, 2020, by and among Pub Ocean Limited, a private company incorporated in England and Wales, Hexagram Advertising Exchange Inc., a private company incorporated in Delaware, Hexagram Labs Limited, a private company incorporated in England and Wales (each a wholly-owned subsidiary of Pub Ocean Limited) (collectively, the "Assignors"), and Perion Network Ltd., a public company incorporated in the State of Israel (the "Assignee").

**WITNESSETH:**

**WHEREAS**, Assignee, Assignors, and other parties have entered into an asset purchase agreement dated July 22, 2020 (the "Asset Purchase Agreement"); all capitalized terms not defined herein shall have the meaning given to them in the Asset Purchase Agreement), under which Assignee agreed to purchase, acquire and accept from the Assignor, and Assignor agreed to sell, convey, transfer and assign to the Assignee, all right, title and interest of the Company Intellectual Property ("Purchased IP"), including without limitation the Company Intellectual Property listed in Section 2.01(a)(i) of the Disclosure Schedule to the Asset Purchase Agreement and the Company Registered Intellectual Property listed in Section 2.01(a)(ii) of the Disclosure Schedule to the Asset Purchase Agreement, all free and clear of all Liens (other than the Assumed Liabilities) as provided for in the Asset Purchase Agreement, by means of, among other actions, the transfer by Assignors to Assignee and its designated subsidiaries of certain assets and liabilities.

**NOW THEREFORE**, the parties agree as follows:


1. In consideration for the obligations relating to payment of the Purchase Price, and the representations, warranties, covenants, agreements and obligations undertaken by Assignee under the this agreement and the Asset Purchase Agreement, Assignors hereby absolutely and irrevocably sell, convey, transfer and assign all right, title, interest, in and to the Purchased IP to the Assignee and its designated subsidiaries, free and clear of any Liens (other than the Assumed Liabilities).
2. Without limitation, the Assignee and its designated subsidiaries hereby succeed all of Assignors' right, title, and standing to receive all rights and benefits pertaining to the Purchased IP with effect from the date hereof, including without limitation the right to institute and prosecute all suits and proceedings, and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Purchased IP, including the right to sue to enforce and collect damages for past infringement.
3. Assignors renounce and waive any and all rights (i) to limit the use, distribution, modification, licensing, or sale of any Purchased IP by Assignee, its licensees, successors, assignees, or any other party, and (ii) to receive any compensation whatsoever by reason of any use, distribution, modification, licensing, or sale of any Purchased IP.
4. This agreement, together with the other applicable provisions of the Asset Purchase Agreement and the Transaction Documents, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). Neither the making nor the acceptance of this agreement shall add to, restrict or otherwise modify any of the terms of the Asset Purchase Agreement or the rights and obligations of the parties thereunder; in


the event that any of the terms of this agreement conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.


5. This agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of laws). Except as otherwise provided herein, the parties (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the competent courts located in the State of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this agreement except in the competent above named courts, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this agreement or the subject matter hereof may not be enforced in or by such court. Each of the parties further agrees that notice as provided in the Asset Purchase Agreement shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient.
6. This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature, DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Intellectual Property Assignment Deed to be duly executed on the date first above written.

  
\_\_\_\_\_  
Pub Ocean Limited  
By: Christopher Ingham Brooke  
Title: President & CEO

  
\_\_\_\_\_  
Hexagram Advertising-Exchange Inc.  
By: Christopher Ingham Brooke  
Title: President & CEO

  
\_\_\_\_\_  
Hexagram Labs Limited  
By: Christopher Ingham Brooke  
Title: President & CEO

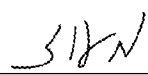
\_\_\_\_\_  
Perion Network Ltd.  
By:  
Title:

**IN WITNESS WHEREOF**, each of the undersigned has caused this Intellectual Property Assignment Deed to be duly executed on the date first above written.

\_\_\_\_\_  
Pub Ocean Limited  
By:  
Title:

\_\_\_\_\_  
Hexagram Advertising Exchange Inc.  
By:  
Title:

\_\_\_\_\_  
Hexagram Labs Limited  
By:  
Title:

  
\_\_\_\_\_  
Perion Network Ltd.  
By: Maoz Sigron  
Title: CFO

*[Signature Page – Perion/Pub Ocean - Intellectual Property Assignment Deed]*

### Asset Schedules

(a) **Purchased Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer and assign to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title, and interest in all assets and properties of every kind and description, real, personal or mixed, tangible or intangible, owned or held for use or used by the Seller and/or on its behalf or for its benefit in the Business, except for the Excluded Assets (as defined below) (collectively, the "Purchased Assets"), in each case on the terms set forth in this Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. The Purchased Assets shall include, without limitation, all of the following:

- (i) the advertiser Contracts related to the Business, including without limitation those listed in Schedule I (the "Purchased Advertiser Contracts");
- (ii) the publisher Contracts related to the Business, including without limitation those listed in Schedule II (the "Purchased Publisher Contracts");
- (iii) the In-Bound IP Licenses related to the Business, including without limitation those listed in Schedule III (the "Purchased In-Bound IP Licenses");
- (iv) the other Contracts related to the Business, including without limitation those listed in Schedule IV (the "General Contracts");
- (v) the trademarks, brand names and domain names listed in Schedule V (the "Purchased Trademarks and Domain Names");
- (vi) the Intellectual Property Rights owned by Seller and used in the operation of the Business, or that are owned by Seller for use in the Business as it is currently contemplated by Seller to be conducted in the future, including without limitation the Intellectual Property Rights listed in Schedule VI (the "Purchased IP");
- (vii) all furniture, fixtures, equipment and other tangible personal property of the Business, as listed in Schedule VII (the "Purchased Tangible Assets");

## Schedule V

## PURCHASED TRADEMARKS AND DOMAIN NAMES

**Trademarks**

1. PUB OCEAN Mark, Trademark No. UK00003364461 (UK), Registered March 22, 2019, Filed January 3, 2019.
2. The Company (Pub Ocean Mark, Trademark No. UK00003364459 (UK), Registered March 22, 2019, Filed January 3, 2019.
3. The Company (Pub Ocean Word Mark, Serial Number 88348582, Registration Number 6026740 (US), Registered April 7, 2020, Filed March 20, 2019.
4. The Company (PUB OCEAN Mark, Serial Number 88348688, Registration Number 6026741 (US), Registered April 7, 2020, Filed March 20, 2019)
5. The Company (SCRIBOL Mark, Serial Number 85379625, Registration Number 4240217 (US), Registered November 13, 2012, Filed July 25, 2011)
6. The Company (SCRIBOL Mark, Trademark No. EU009680521 (EU), Registered October 20, 2011, Filed January 24, 2011)
7. The Company (LIVEYIELD Mark, Trademark No. UK00003083528 (UK), Registered April 10, 2015, Filed November 27, 2014)

**Domain Names**

*GoDaddy.com is the registrar for all the sites.*

Hexagram US (affluenttimes.com)  
 Hexagram US (atlanticmirror.com)  
 Hexagram US (eliteherald.com)  
 Hexagram US (equitymirror.com)  
 Hexagram US (historicalpost.com)  
 Hexagram US (atlanticmirror.com)  
 Hexagram US (magellantimes.com)  
 Hexagram US. (moneycougar.com)  
 Hexagram US (moviejewel.com)  
 Hexagram US (opulentexpress.com)  
 Hexagram US (parentingfactor.com)  
 Hexagram US (pawszilla.com)  
 Hexagram US (scientificmirror.com)  
 Hexagram US (serendipitytimes.com)  
 Hexagram US (wealtheditor.com)  
 Hexagram US (zenherald.com)  
 Hexagram US (absolutehistory.com)  
 Hexagram US (allaroundmoney.com)  
 Hexagram US (autoinquirer.com)

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