

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749505

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900701279		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delicious Brains Inc.		06/01/2022	Limited Company: CANADA
RECEIVING PARTY DATA			
Name:	WPEngine, Inc.		
Street Address:	504 Lavaca Street		
Internal Address:	Suite 1000		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4659071	WP MIGRATE DB	
Registration Number:	5047197	WP OFFLOAD	
Registration Number:	4946140		
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		
Address Line 1:	810 Cottageview Drive, Suite G-20		
Address Line 4:	Traverse City, MICHIGAN 49684		
ATTORNEY DOCKET NUMBER:	WPENGINE HR		
NAME OF SUBMITTER:	Brian A. Hall		
SIGNATURE:	/BAH/		
DATE SIGNED:	08/18/2022		
Total Attachments: 5			

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of June 1, 2022, by Delicious Brains Inc., a limited company organized under the laws of Nova Scotia with its principal place of business at 200-252, 14 Court Street, Truro, Nova Scotia, B2N 3H7, Canada ("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 and cost 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. This Assignment is executed and delivered pursuant to the Purchase Agreement and 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. This Assignment shall not have the effect of enlarging, altering, or amending the terms or provisions of the Purchase Agreement or enlarging, altering or amending the limitations and allocations of liability between the parties as set forth in the Purchase Agreement including as such terms or provisions apply to the Assigned Trademarks and such terms or provisions shall apply to Assignor's performance under this Assignment.

[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:

DELICIOUS BRAINS INC.

DocuSigned by:
By: Brad Townsend
Name: Brad Townsend
Title: Chief Executive Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 007783 FRAME: 0460

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

AGREED TO AND

ACCEPTED: ASSIGNEE:

WPENGINE, INC.


DocuSigned by:
By: David Brolsma
Name: ~~David Brolsma~~
Title: Chief Financial Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 007783 FRAME: 0461

Exhibit A

ASSIGNED TRADEMARKS

Jurisdiction	Mark	Application Number	Registration Number	Filing Date	Issue Date	Status	Record Owner
United States	WP Migrate DB	86269881	4659071	May 2, 2014	December 23, 2014	Issued	Delicious Brains Inc.
United States	WP Offload	86759707	5047197	September 17, 2015	September 20, 2016	Issued	Delicious Brains Inc.
United States		86760051	4946140	September 17, 2015	April 26, 2016	Issued	Delicious Brains Inc.