TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM772241

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type					
I'M KIND OF A BIG DEAL, LLC		10/13/2022	Limited Liability Company: DELAWARE					

RECEIVING PARTY DATA

Name:	NEIL PATEL DIGITAL, LLC				
Street Address:	9710 River Trader Street				
City:	Las Vegas				
State/Country:	NEVADA				
Postal Code:	89178				
Entity Type:	Limited Liability Company: DELAWARE				

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6688831	UBERSUGGEST

CORRESPONDENCE DATA

Fax Number: 2028427899

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: 3108836563

trademarks@cooley.com Email:

Correspondent Name: Juliana Finley

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	347509-20000
NAME OF SUBMITTER:	Grace Linker
SIGNATURE:	/Grace Linker/
DATE SIGNED:	12/06/2022

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT dated effective October 13, 2022,

BETWEEN:

I'M KIND OF A BIG DEAL, LLC a limited liability company existing under the laws of the State of Delaware (the "Assignor");

- and -

NEIL PATEL DIGITAL, LLC, a limited liability company existing under the laws of the State of Delaware (the "**Assignee**")

WHEREAS, Assignor desires to convey, transfer, and assign to the Assignee, all of the Assignor's right, title and interest in a certain Trademark of the Assignor, and has agreed to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office ("**USPTO**") and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

TERMS

- **Section 1. Assignment**. The Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title, and interest in and to the following:
 - (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;
 - (b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world in the Assigned Trademark:
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark; and
 - (d) any and all claims and causes of action with respect to the Assigned Trademark, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- **Section 2. Registering and Further Actions**. The Assignor hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, the Assignor shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to the Assignee, or any assignee or successor thereto.

- **Section 3. Conflict with Agreement**. To the extent of any conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Assignee or the Assignor contained in the Purchase Agreement.
- **Section 4. Counterparts**. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment Agreement.
- **Section 5. Successors and Assigns**. This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- **Section 6. Governing Law**. This Trademark Assignment Agreement shall be construed and interpreted, and the rights of the parties hereto shall be determined, in accordance with the Laws of the State of Delaware and the federal Laws applicable therein, without regard to the choice of Law principles of the State of Delaware or of any other jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR:

I'M KIND OF A BIG DEAL, LLC

By NPD NewCo, LLC, its Sole Member

By: Mil Patel

Name: Neil Patel

Title: Managing Member of NPD NewCo, LLC

ASSIGNEE:

NEIL PATEL DIGITAL, LLC

By: Mil Patel

Name: Neil Patel Title: Director

SCHEDULE 1

Assigned Trademark

Trademark Registration

MARK	COUNTRY	REG. NO.	GOODS/SERVICES
UBERSUGGEST	United States	Registration No.	International Class 35; US Class 100, 101,
		6688831	102: Search engine optimization for sales
			promotion; Web site optimization; Web site
			traffic optimization; Marketing services in the
			field of web site traffic optimization.

EXHIBIT A

To support the Request for Recordation of the Trademark Assignment, the Confirmation Receipt of the entity conversion from "I'M KIND OF A BIG DEAL, LLC" from a NE LLC to a DE LLC is attached hereto, which was filed with the USPTO on December 6, 2022.

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