

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/10/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FROSTWP LLC		10/13/2022	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	WPEngine, Inc.
Street Address:	504 LAVACA STREET, SUITE 1000
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90865101	FROST

CORRESPONDENCE DATA

Fax Number:

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: 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:	11/17/2022

Total Attachments: 3

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

This Nunc Pro Tunc Trademark Assignment ("Assignment") is made effective as of the October 13, 2022 between the following two parties:

The Assignor: **FROSTWP LLC**
Legal Address: **739 ROCHESTER LN**
SOUTH ELGIN, ILLINOIS 60177
United States

The Assignee: **WPENGINE, INC.**
Legal Address: **504 LAVACA STREET, SUITE 1000**
AUSTIN, TEXAS 78701
United States

WHEREAS, the Assignor, a limited liability company registered in and subject to the laws of the State of Illinois, owns the trademark ("Mark") as described in Schedule A, attached hereto and incorporated by reference herein, together with all rights in the Mark in connection with the goods and services on which the Mark is used;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Mark;

WHEREAS, the Assignee is a corporation registered in and subject to the laws of the State of Delaware, and desires to acquire all rights to the Marks; and

WHEREAS, the Assignor agrees to assign the Mark to the Assignee and the Assignee agrees to accept the assignment of the Mark.

WHEREAS, Pursuant to the Asset Purchase Agreement between Assignor and Assignee dated December 10, 2021 ("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 Mark (defined below), to the Assignee.

WHEREAS, the Assignor agrees to assign to Assignee Nunc Pro Tunc effective as of December 10, 2021, all right, title, and interest in and to the Mark.

NOW THEREFORE, In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business relating to the products and services in respect upon which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Mark, including without limitation, payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark. The intent-to use application

is being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060.

The Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Mark, including, but not limited to, changing the registered owner of the Mark with the USPTO.

The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the assigned trademark, 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.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this Assignment, as of the day and year first above written.

Assignor: FROSTWP LLC

DocuSigned by:
By: Brian Gardner
Name: ~~Brian Gardner~~
Title: President

Assignee: WPENGINE, INC.

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

SCHEDULE A

Mark	USPTO Serial No.
FROST	90865101