

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI4506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WhatCounts, Inc.		03/01/2023	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	WC Holdings Acquisition Corp.		
<b>Street Address:</b>	3 Park Avenue 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5646187	WHATCOUNTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5124926413		
<b>Email:</b>	tmg@slwip.com		
<b>Correspondent Name:</b>	Pamela B. Huff		
<b>Address Line 1:</b>	PO Box 2938		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	4525.197US1		
<b>NAME OF SUBMITTER:</b>	Ellen Lockwood		
<b>SIGNATURE:</b>	Ellen Lockwood		
<b>DATE SIGNED:</b>	02/05/2024		
<b>Total Attachments: 6</b>			
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source=Assignment of Intellectual Property (WhatCounts)(Executed Final)#page3.tif			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement"), effective as of March 1, 2023, is made by and between WhatCounts, Inc., a Washington corporation (the "Assignor"), and WC Holdings Acquisition Corp., a Delaware corporation ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor, Assignee, and the other parties thereto, Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets and assume certain Assumed Liabilities of the Assignor; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property included in the Purchased Assets and all registrations and applications for registrations of any such Intellectual Property, including the registrations identified on Schedule A (collectively, the "Assigned Property"), together with all goodwill symbolized by the Assigned Property, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. Validity Disputes; Use. Assignor shall not directly or indirectly challenge Assignee's ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Agreement is subject in all respects to the provisions of the Purchase Agreement. This Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Agreement may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Agreement and the legal relations among the Parties with respect hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Agreement are for convenience only and such headings form no part of this Agreement and shall not affect its interpretation.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

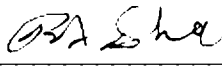
12. Filing. Assignor hereby agrees that this Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Assigned Property, including all applications and registrations therefore.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, this Assignment of Intellectual Property has been duly executed and delivered by the Parties as of the date set forth above.

**ASSIGNOR:**

**WHATCOUNTS, INC.**,  
a Washington corporation

By: 

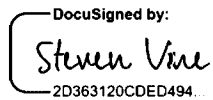
Name: Brett Shroll

Title: Secretary

**IN WITNESS WHEREOF**, this Assignment of Intellectual Property has been duly executed and delivered by the Parties as of the date set forth above.

**ASSIGNEE:**

**WC HOLDINGS ACQUISITION CORP.**,  
a Delaware corporation

By  DocuSigned by:  
Steven Vine  
2D363120CDED494...  
Name: Steven Vine  
Title: President

**EXHIBIT A**

**Assigned Property**

Trademark Report By Title

Printed On: 15 Feb 2023 9 22 53AM

**Search Criteria**

Reference # 3014141\*  
Owner Name WHATCOUNTS\*

**Display Options**

Goods All  
Images All  
Owner All

COUNTRY	REFERENCE #	OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
<b>WHATCOUNTS</b>					
UNITED STATES	3014141-0033/01US	Whatcounts. Inc	28 Feb 2017 87/352.952	08 Jan 2019 5.646.187	REGISTERED 35.38

Goods: 35 - Providing marketing services in the nature of developing e-mail advertising campaigns for others  
38 - Communications services, namely, transmitting emails to designated recipients for others.

END OF REPORT

TOTAL ITEMS SELECTED = 1