

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744316

<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>
1075 First Global Associates, LLC		06/30/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Performance Horizon Group Limited		
<b>Street Address:</b>	8th Floor, West One, Forth Banks		
<b>City:</b>	Newcastle Upon Tyne		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NE13PA		
<b>Entity Type:</b>	Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5192640		
<b>Registration Number:</b>	5312363	PEPPERJAM NETWORK	
<b>Registration Number:</b>	5200748	PEPPERJAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028627512		
<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>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Peter Kunin		
<b>Address Line 1:</b>	Downs Rachlin Martin PLLC		
<b>Address Line 2:</b>	199 Main Street, PO Box 190		
<b>Address Line 4:</b>	Burlington, VERMONT 05402-0190		
<b>ATTORNEY DOCKET NUMBER:</b>	10027387UST1		
<b>NAME OF SUBMITTER:</b>	Peter Kunin		
<b>SIGNATURE:</b>	/peter kunin/		
<b>DATE SIGNED:</b>	07/28/2022		
<b>Total Attachments: 7</b> source=Assignment#page1.tif			

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**THIS DEED OF ASSIGNMENT** is made on 30 June 2022

**PARTIES**

- (1) 1075 First Global Associates, LLC, a limited liability company incorporated in the United states of America whose registered office is at 1075 First Avenue, King of Prussia, Pennsylvania United States 19406,
- (2) Pepperjam LLC, a limited liability company incorporated in the United States whose registered office is at of 7 South Main Street, 3rd Floor, Wilkes Barre, Pennsylvania, United States, 18701  
  
(together the **Assignors**); and
- (3) Performance Horizon Group Limited, a company incorporated in England and Wales under number 07188234, whose registered office is at 8th Floor, West One, Forth Banks, Newcastle Upon Tyne, NE1 3PA (**Assignee**)

(each of the Assignors and the Assignee being a **party** and together the Assignors and the Assignee are the **parties**).

**BACKGROUND**

- A The Assignors are the owner of certain trade marks.
- B The Assignors agree to assign their rights in the trade marks to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Deed.

THIS DEED PROVIDES:

**1 Definitions and interpretation**

1.1 In this Deed:

**Intellectual Property Rights** means copyright and neighbouring and related rights, rights in designs, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Trade Marks** means the registered and unregistered trade marks, including applications to register trade marks, as set out in the schedule, together with all intellectual property rights associated with them;

**Trade Mark Materials** means all drawings, documents, designs, transparencies, photos, graphics, logos, typographical arrangements and all other materials prepared or supplied by Assignor in connection with the Trade Marks including those which support evidence of the use of the Trade Marks prior to the date of this Deed

## **2 Assignment**

- 2.1 In consideration of the sum of £1 paid by the Assignee to the Assignors (the receipt and sufficiency of which is hereby acknowledged by the Assignors) effective on and from the date of signature of this Deed, the Assignors hereby assign to the Assignee with full title guarantee all right, title and interest in and to:
- 2.1.1 the Trade Marks, together with the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks and all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered
  - 2.1.2 The Trade Mark Materials and all Intellectual Property Rights associated with the Trade Mark Materials;
  - 2.1.3 the right to bring and defend proceedings, and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement, or other cause of action arising from ownership of the Trade Marks or any of the Intellectual Property Rights associated with the Trade Mark Materials whether occurring before, on or after the date of this Deed.
- 2.2 The Assignors shall deliver any and all of the Trade Mark Materials in their possession or control to the Assignee at no additional charge.

## **3 Moral rights**

The Assignors waive any moral rights granted by sections 77 to 89 of the Copyright, Designs and Patents Act 1988 (and any broadly equivalent rights granted anywhere else in the world) that may subsist in any part of the Trade Marks or Trade Mark Materials, and shall procure the waiver of any such rights by any authors of the Trade Marks or the Trade Mark Materials.

## **4 Further assurance**

- 4.1 The Assignors agree (at the Assignee's request) at their own cost to use all reasonable endeavours to promptly execute such documents and perform such acts as may be necessary for securing, completing or vesting in the Assignee full right, title and interest in and to the Trade Marks or as otherwise may reasonably be required or desired by the Assignee to give effect to this Deed.
- 4.2 The Assignors hereby appoint the Assignee to be their attorney and to execute documents on their behalf and to do all things necessary or desirable to obtain the benefit of this Deed. This power of attorney is irrevocable and may not be revoked by the Assignors without the written consent of the Assignee. This power of attorney entitles the Assignee to take all steps and all actions that this Deed requires the Assignors to take.
- 4.3 The Assignee may appoint substitute attorney(s) as it sees fit to exercise the power of attorney granted under this clause 4.
- 4.4 The Assignors agree to ratify in writing any and all actions taken by the Assignee (or any substitute attorney) in the exercise of the power of attorney granted under this clause 4.

## **5 Warranties**

- 5.1 The Assignors warrant and represent that:
- 5.1.1 the Assignors have the right, power and authority to enter into this Deed and to assign to the Assignee the rights contemplated in this Deed;
  - 5.1.2 the Assignors are the sole registered proprietor of the registered Trade Marks;
  - 5.1.3 the Trade Marks are valid and subsisting and are not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to the ownership, use or validity of the Trade Marks and do not infringe any rights (whether intellectual property rights or otherwise) of any third party.
- 5.2 The Assignors shall indemnify the Assignee from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Assignee as a result of or in connection with any breach by the Assignors of any of the warranties given by them in this clause 5.
- 5.3 The Assignors shall, at the Assignee's request and at the Assignors' expense, provide all reasonable assistance to the Assignee to enable the Assignee to resist any claim, action, proceeding or litigation resulting from the breach of the warranties given by the Assignors in this clause 5.

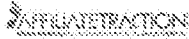

## **6 General**

- 6.1 The parties agree that this Deed constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Deed in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Deed, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Deed.
- 6.2 No announcement or other public disclosure concerning this Deed or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.
- 6.3 No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed by, or on behalf of, each party.
- 6.4 Nothing in this Deed constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 6.5 If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.
- 6.6 Provisions which by their terms or intent are to survive termination of this Deed shall do so.
- 6.7 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it

preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

- 6.8 No one other than a party to this Deed, their successors and permitted assignees shall have any right to enforce any of its provisions.
- 6.9 This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).
- 6.10 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same deed. Each party may evidence their execution of this Deed by transmitting by email a signed signature page of this Deed in PDF format together with the final version of this Deed in PDF format, which shall constitute an original signed counterpart of this Deed.

THE SCHEDULE  
TRADE MARKS

Description of mark	Registration number	Registration date	Territory	List of goods and services
	<u>4089697</u>	24 January 2012	US	35 - Advertising and business services, namely, online advertising agency; affiliate management agency, namely, business management of affiliate programs for others designed to increase sales and revenue in the field of affiliate management; advertising agency services; affiliate marketing agency, namely, business marketing of affiliate programs for others designed to increase sales and revenue in the field of affiliate marketing for merchants, retailers and publishers
	<u>5192640</u>	25 April 2017	US	35 - Affiliate marketing; Providing information in the field of marketing and on-line marketing media via the Internet  42 - Providing an on-line, on demand affiliate network technology that enables advertisers to partner with online publishers for content distribution utilizing a pay for performance payment model
PEPPERJAM	<u>5200748</u>	9 May 2017	US	35 - Affiliate marketing; Providing information in the field of marketing and on-line marketing media via the Internet
PEPPERJAM	1296705	14 March 2016	International Registration designating the European Union, Norway, Iceland, Australia, China, India, Mexico,	35 - Affiliate marketing; providing information in the field of marketing and on-line marketing media via the internet.

Description of mark	Registration number	Registration date	Territory	List of goods and services
			Japan and Singapore	
PEPPERJAM	00801296705	14 March 2016	United Kingdom	35- Affiliate marketing; providing information in the field of marketing and on-line marketing media via the internet.
PEPPERJAM NETWORK	<u>5312363</u>	17 October 2017	US	35 - Affiliate marketing; Providing information in the field of marketing and on-line marketing media via the Internet  42 - Providing an on-line, on demand affiliate network technology that enables advertisers to partner with online publishers for content distribution utilizing a pay for performance payment model
AdAssured	<u>5462764</u>	8 May 2018	US	35 - Affiliate marketing; Providing information in the field of marketing and on-line marketing media via the Internet  42 - Providing an on-line, on demand affiliate network, namely, a network environment featuring technology that enables advertisers to monitor publisher activity and enforce policies in the affiliate marketing network



EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

<p>Executed as a deed by 1075 First Global Associates, LLC acting by <i>[insert name of director]</i>, director, and <i>[insert name of director/secretary]</i></p>	<p>DocuSigned by: <i>Matt Gilbert</i> ..... 97C255088C664B6...</p> <p><b>[signature of director]</b> Matt Gilbert</p> <p>Director</p> <p>DocuSigned by: <i>[Signature]</i> ..... 97C255088C664B6...</p> <p><b>[signature of director/secretary]</b></p> <p><b>[Director OR Secretary]</b> Michael Lemberg</p>
<p>Executed as a deed by Pepperjam LLC acting by <i>[insert name of director]</i>, director, and <i>[insert name of director/secretary]</i></p>	<p>DocuSigned by: <i>Matt Gilbert</i> ..... 97C255088C664B6...</p> <p><b>[signature of director]</b> Matt Gilbert</p> <p>Director</p> <p>DocuSigned by: <i>[Signature]</i> ..... 97C255088C664B6...</p> <p><b>[signature of director/secretary]</b></p> <p><b>[Director OR Secretary]</b> Michael Lemberg</p>
<p>Executed as a deed by Performance Horizon Group Limited acting by <i>[insert name of director]</i>, director, and <i>[insert name of director/secretary]</i>, <b>[director OR secretary]</b></p>	<p>DocuSigned by: <i>Matt Gilbert</i> ..... 97C255088C664B6...</p> <p><b>[signature of director]</b> Matt Gilbert</p> <p>Director</p> <p>DocuSigned by: <i>[Signature]</i> ..... 97C255088C664B6...</p> <p><b>[signature of director/secretary]</b></p> <p><b>[Director OR Secretary]</b> Michael Lemberg</p>