

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reverb Technologies, Inc.		12/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wordnik Society		
Street Address:	440 Helen Drive		
City:	Millbrae		
State/Country:	CALIFORNIA		
Postal Code:	94030		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4475453	WORDNIK	
CORRESPONDENCE DATA			
Fax Number:	5102952401		
<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:	510-841-9800		
Email:	trademarks@cobaltlaw.com		
Correspondent Name:	Sophie Cohen		
Address Line 1:	918 Parker Street		
Address Line 2:	Building A21		
Address Line 4:	Berkeley, CALIFORNIA 94710		
ATTORNEY DOCKET NUMBER:	WORDNIK ASSIGNMENT		
NAME OF SUBMITTER:	Gregory Soltys		
SIGNATURE:	/Gregory Soltys/		
DATE SIGNED:	01/30/2015		
Total Attachments: 4			
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source=Wordnik-Reverb-Domain-Trademark#page2.tif			
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source=Wordnik-Reverb-Domain-Trademark#page4.tif			

CH \$40.00 4475453

Exhibit 1

DOMAIN AND TRADEMARK ASSIGNMENT

This DOMAIN AND TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of November __, 2014 by and among Reverb Technologies, Inc., a Delaware corporation ("*Assignor*") and Wordnik Society ("*Assignee*").

WHEREAS, pursuant that certain Separation Letter dated of even date herewith, Assignor has agreed to assign to Assignee all of the Assignor's right, title and interest in and to the domain name registrations listed in Schedule I hereto and all related trademarks, service marks, trade names and goodwill (collectively, the "*Assigned Intangible Property*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Intangible Property, and all goodwill associated with the Assigned Intangible Property and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Intangible Property and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Intangible Property.


2. Further Assurances. The Assignor agreed to execute and deliver such other documents and to take all such other actions which the Assignee, its successors, and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees, and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE NEXT]

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

Reverb Technologies, Inc.

By: 
Name: Tony Tam
Title: CEO

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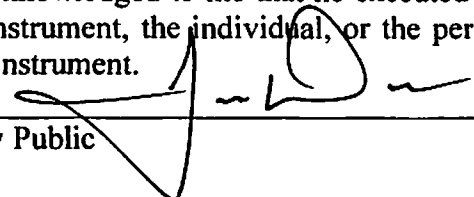
By: 
Name: ERIN MCKEAN

State of CA)

SS.:

County of SAN MATEO)

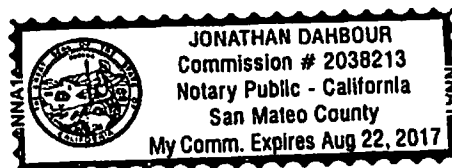
On the 4th day of DEC in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY TAM & ERIN MCKEAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.


Notary Public

My commission expires: 8/22/2017

Dated: 12/4/14

[SIGNATURE PAGE TO DOMAIN AND TRADEMARK ASSIGNMENT]



... and ...

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Handwritten signature and text.

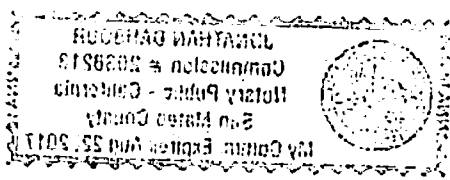
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Main body of handwritten text.

Handwritten signature and text.

Handwritten dates and notes.

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SCHEDULE I

Domain Name Registrations

centurydictionary.com, haikutionary.com, kindrow.com, newcenturydictionary.com, nikword.com, ordnik.com, stupiddictionary.com, tweetnik.com, wordflavors.com, wordie.org, wordni.com, wordnick.com, wordnik.com, wordnik.net, wordnik.org, wordniks.com, wordniksucks.com, wordniksux.com, wordniq.com, wordnique.com, wordnix.com, wordsnick.com, wordsr.us, worknick.com, worknik.com, wornik.org, wrdnik.com, alphabeticall.com

Trademark Registrations

WORDNIK USA App. No. 77/726,232

Reg. No. 4,475,453 Int'l Class 16: Dictionaries.

First Use: 05/31/2011

First Use in Commerce: 05/31/2011

Int'l Class 41: An online non-downloadable searchable dictionary, thesaurus, rhyming dictionary, dictionary of labeled images associated with specific words; online journals, namely, blogs featuring information about words, namely, language, definitions, pronunciation.

First Use: 06/08/2009

First Use in Commerce: 06/08/2009

Int'l Class 42: Non-downloadable computer software that enables third party websites and applications to retrieve data and information for incorporation into the third parties' products and services; computer software enabling access to online interactive dictionary, glossary, thesaurus, word disambiguation tool, user content, word use statistics, synonyms, antonyms, rhyming words, related words, images, and other information about words via electronic books, web browsers, mobile devices, and wireless devices; providing customized online web pages featuring user-defined information, which includes search engines and on-line web links to other web sites; providing a website that gives users the ability to create customized web pages featuring user-defined content, personal profiles and information; providing temporary use of non-downloadable software to enable uploading, posting, showing, editing, viewing, tagging, blogging and sharing information, user-generated content, and audio content via the internet and other communications networks; computer services for others, namely, providing search engines for obtaining data on a global computer network.

First Use: 06/08/2009

First Use in Commerce: 06/08/2009