

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386496

<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>
GREEN MOUNTAIN DIGITAL INC.		06/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRUZ BAY PUBLISHING, INC.		
<b>Street Address:</b>	300 Continental Boulevard		
<b>Internal Address:</b>	Suite 650		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3652538	YONDER	
<b>Registration Number:</b>	4653620	YONDER	
<b>Serial Number:</b>	86761096	YONDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7346231625		
<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>	734-623-1698		
<b>Email:</b>	nzemgulis@dickinsonwright.com		
<b>Correspondent Name:</b>	JOHN C. BLATTNER		
<b>Address Line 1:</b>	350 S. MAIN STREET		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	ANN ARBOR, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	JOHN C. BLATTNER		
<b>SIGNATURE:</b>	/JOHN C. BLATTNER/		
<b>DATE SIGNED:</b>	06/03/2016		
<b>Total Attachments: 12</b>			
source=27932-1_Assignment#page1.tif			

OP \$90.00 3652538

source=27932-1\_Assignment#page2.tif  
source=27932-1\_Assignment#page3.tif  
source=27932-1\_Assignment#page4.tif  
source=27932-1\_Assignment#page5.tif  
source=27932-1\_Assignment#page6.tif  
source=27932-1\_Assignment#page7.tif  
source=27932-1\_Assignment#page8.tif  
source=27932-1\_Assignment#page9.tif  
source=27932-1\_Assignment#page10.tif  
source=27932-1\_Assignment#page11.tif  
source=27932-1\_Assignment#page12.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), by and between Green Mountain Digital Inc., a Delaware corporation ("Assignor"), and Cruz Bay Publishing, Inc., a Delaware corporation ("Assignee"), is dated and effective as of June 1, 2016 (the "Effective Date").

### RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of the date hereof, by and between the Assignee and the Assignor (the "Purchase Agreement"), the Assignee acquired certain assets and liabilities of the Assignor (the "Acquisition"); and

WHEREAS, the Assignor is the owner of and has adopted and used or intend to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of the internet domain names (the "Domain Names") as set forth on Exhibit B attached hereto; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignor as part of the Acquisition; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks and the Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, Assignor and the Assignee hereby agree as follows:

1. For and in consideration of the agreements set forth herein and in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks and the Domain Names, and the goodwill associated therewith.

2. Concurrent with the execution and delivery of this Assignment, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.

3. Immediately upon execution of this Assignment, each Assignor shall cease all use of the Trademarks and the Domain Names, except to the extent necessary to fulfill its obligations under the Purchase Agreement or this Assignment.

4. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks and the Domain Names, and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignor (excluding maintenance/registration fees and the like due after Closing). Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor,

and whenever required, will further arrange to have them duly notarized and legalized. Assignor will pay the official charges it incurs in effecting such notarization and/or legalization.

5. If either party to this Assignment breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given fifteen (15) days after receipt of written notice (or, if the breach is not susceptible to remedy within fifteen (15) days, then such longer period as is reasonably necessary) within which to remedy the breach.

6. All notices, requests and other communications required or authorized to be given by either party to the other under this Assignment shall be in writing and shall be deemed to have been given or submitted when delivered as provided in the Purchase Agreement.


7. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of the Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Assignment. No modifications, change or waiver of any of the provision of the Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

**ASSIGNOR:**

GREEN MOUNTAIN DIGITAL INC.

By:   
Name: David Roberts  
Its: Director

**ASSIGNEE:**

CRUZ BAY PUBLISHING, INC.

By: \_\_\_\_\_  
Name: Brian Sellstrom  
Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

**ASSIGNOR:**

GREEN MOUNTAIN DIGITAL INC.

By: \_\_\_\_\_

Name: David Roberts

Its: Director

**ASSIGNEE:**

CRUZ BAY PUBLISHING, INC.

By: \_\_\_\_\_

Name: Brian Selstrom

Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of VERMONT )

City/County of WINDSOR )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 1 day of JUNE, 2016, by David Roberts, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Director of Green Mountain Digital Inc., a Delaware corporation, on behalf of such corporation.

[Signature]  
LAUREN ELLER BEACH, Notary Public  
Notary registration number: 1110  
My commission expires: 2/10/2019

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.\*

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
City/County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2016, by David Roberts, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Director of Green Mountain Digital Inc., a Delaware corporation, on behalf of such corporation.

\_\_\_\_\_, Notary Public  
Notary registration number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

State of California  
County of San Diego )

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of May, 2016, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

Tessa May  
Tessa May Flechsenhaar, Notary Public  
San Diego County, State of California  
My commission expires: 3-29-2017  
Acting in the County of San Diego





**EXHIBIT A**  
**TRADEMARK REGISTRATIONS**

TRADEMARK	OWNER OF MARK	STATUS	APP. NUMBER/ DATE	REG. NUMBER	COUNTRY	REG. DATE
YONDER	Seller	Opposed	1601035 01/14/14	N/A	Australia	N/A
YONDER	Seller	Registered	1645970 10/02/13	TMA 920097	Canada	11/12/15
YONDER	Seller	Registered	012535472 01/27/14	012535472	European Community	06/20/14
YONDER	Seller	Registered	77/560879 09/02/08	3652538	United States	07/07/09
YONDER	Seller	Registered	88/893742 04/03/13	4653620	United States	12/09/14
YONDER	Seller	Pending, subject to an outstanding Office Action dated 1/6/16; Response deadline: 7/6/16	86/761096 09/18/15	N/A	United States	N/A

**EXHIBIT B**  
**DOMAIN NAMES**

	<b>Renewal Date</b>
<b>Go Daddy</b>	
Yonderapp.com	2/24/17
Yondr.net	7/25/16
Yondr.org	2/25/16
Yondr.com	9/8/16

	<b>Renewal</b>
101Domains	
Yonder.it	3/27/17
Yondr.it:	3/37/17

**EXHIBIT C**  
**TRADEMARK ASSIGNMENT**

◆ [See Attached]

TRADEMARK ASSIGNMENT

WHEREAS, Green Mountain Digital Inc., a Delaware corporation ("Assignor"), is the owners of and has adopted and used those trademarks listed on Schedule A hereto (all such marks being the "Trademarks"); and

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 Continental Blvd., Suite 650, El Segundo, CA 90245 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks, in the United States of America and all other countries and jurisdictions of the world, as well as all associated goodwill, as successor to the business of the Assignor to which the Trademarks relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Trademarks, together with the goodwill of the business associated with the Trademarks.

Executed on the 1 day of June, 2016.

GREEN MOUNTAIN DIGITAL INC.

By: David Roberts  
Name: David Roberts  
Its: Director

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of VERMONT )

City/County of WINDSOR )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 1 day of JUNE, 2016, by David Roberts, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Director of Green Mountain Digital Inc., a Delaware corporation, on behalf of such corporation.

*Lynn Ellen Beach*  
LYNN ELLEN BEACH, Notary Public  
Notary registration number: N/A  
My commission expires: 2/10/2019

**SCHEDULE A  
Registrations**

TRADEMARK	OWNER OF MARK	STATUS	APP. NUMBER / DATE	REG. NUMBER	COUNTRY	REG. DATE
YONDER	Seller	Opposed	1601035 01/14/14	N/A	Australia	N/A
YONDER	Seller	Registered	1645970 10/02/13	TMA 920097	Canada	11/12/15
YONDER	Seller	Registered	012535472 01/27/14	012535472	European Community	06/20/14
YONDER	Seller	Registered	77/560879 09/02/08	3652538	United States	07/07/09
YONDER	Seller	Registered	88/893742 04/03/13	4653620	United States	12/09/14
YONDER	Seller	Pending, subject to an outstanding Office Action dated 1/6/16; Response deadline: 7/6/16	86/761096 09/18/15	N/A	United States	N/A

DETROIT 27932-1 1387947v2