

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iThemes Media, LLC		10/10/2017	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	ExchangeWP, LLC		
Street Address:	800 S. US27 #118		
City:	St. Johns		
State/Country:	MICHIGAN		
Postal Code:	48879		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4569370	EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9896270706		
Email:	aj@exchangewp.com		
Correspondent Name:	Andrew Jared Morris		
Address Line 1:	300 E. State St		
Address Line 4:	St. Johns, MICHIGAN 48879		
NAME OF SUBMITTER:	Andrew Jared Morris		
SIGNATURE:	/andrew jared morris/		
DATE SIGNED:	01/04/2018		
Total Attachments: 3			
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SOFTWARE ASSIGNMENT AGREEMENT

This Software Assignment Agreement (the "Agreement") is entered into on October 10th, 2017, (the "Effective Date") between iThemes Media, LLC, an Oklahoma limited liability company (the "Assignor") and ExchangeWP, LLC, a Michigan limited liability company (the "Assignee").

Assignor is the owner of the trademark "EXCHANGE" and United States Trademark Registration No. 4,569,370 (the "Trademark") in association therewith for a software plugin that allows users to create an online store with WordPress (the "Plugin"); and

Assignee desires to acquire the entire right, title and interest in and to the Trademark and the Plugin associated with the Trademark.

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

1. Assignor agrees to assign and does hereby assign and transfer, *nunc pro tunc*, to Assignee, the entire right, title and interest in and to the Trademark together with the goodwill associated therewith, and the Plugin associated with the Trademark, the code of which is in the possession of Assignee.

2. Assignee agrees to support current customers associated with the Plugin at no additional cost to the customers until August 1, 2018. Notwithstanding the foregoing, Assignee will immediately have the right to sell, distribute, modify, support and change the code associated with the Plugin, the business plan associated with the Plugin, the support plan associated with the Plugin and the pricing plan associated with the Plugin.

3. Assignor agrees to no longer sell the Plugin associated with the Trademark as of the Effective Date. Notwithstanding the foregoing, Assignee agrees that Assignor will retain the right, title and interest in and to all content and creative materials associated with the Plugin (the "Content") including, but not limited to, blogs, tutorials and other creative works that reference the Plugin. To that end, Assignee licenses Assignor the right to use the Trademark only in association

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with the Content.

4. For the avoidance of doubt, Assignor hereby retains all rights to property, intellectual property or otherwise, not specifically set forth herein.

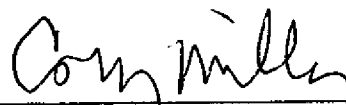
5. **ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR ASSIGNS THE PLUGIN AND ANY AND ALL INTELLECTUAL PROPERTY ASSOCIATED THEREWITH IS ASSIGNED TO PURCHASER "AS IS," AND ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to the conflict of laws rules thereof. The parties irrevocably submit to the exclusive jurisdiction of courts located in Oklahoma County, Oklahoma for the determination of disputes arising under or out of this Agreement.

7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, in connection with the subject matter hereof.

In witness whereof, the undersigned parties have executed this Software Assignment Agreement on the 10th day of October, 2017.

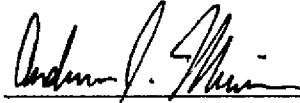
ASSIGNOR



Cory Miller, CEO, iThemes Media, LLC



ASSIGNEE



AJ Morris, Founder, ExchangeWP, LLC

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