

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561364

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900531871		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NautilusThink, Inc.		11/12/2019	Non-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	NautilusNext Inc.		
Street Address:	3112 Windsor Rd.		
Internal Address:	#A305		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85982375	NAUTILUS	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7079		
Email:	tnoel@bakerlaw.com		
Correspondent Name:	Candice M. Reder		
Address Line 1:	127 Public Square		
Address Line 2:	Key Tower, Suite 2000		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	058985.3		
NAME OF SUBMITTER:	Candice M. Reder		
SIGNATURE:	/candice m. reder/		
DATE SIGNED:	02/10/2020		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is made and entered into as of November 12, 2019, between NautilusThink, Inc., a New York not-for-profit corporation having an address at 25 Broadway, 9th Floor, New York, New York 10004 Attn: John Steele, President (“Assignor”), and NautilusNext Inc., a Delaware corporation having an address at 3112 Windsor Rd., #A305, Austin, Texas 78703 Attn: Nicholas White, CEO (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated June 20, 2019 (the “Purchase Agreement”);

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of its right, title and interest in and to certain intellectual property, including (i) each print and electronic edition of the magazine entitled “Nautilus” (the “Magazine”) published by Assignor and all contents therein; (ii) the website of the Magazine created by Assignor and offered to the public using the domain name nautil.us (including without limitation all software, look and feel, and other content) and all posted content; (iii) Assignor’s content management system, content archives, subscriber lists, customer lists, newsletter mailing lists, and social media lists; (iv) all rights (including goodwill) in the mark NAUTILUS used by Assignor in association with the Magazine, and the registration of such mark with the United States Patent and Trademark Office, Reg. No. 85982375 dated October 28, 2014; (v) all logos used by the Magazine as of or prior to the Closing; (vi) all rights in the registration for and use of the domain name nautil.us, used by Assignor in association with the Magazine; and (vii) all rights in any content, writing or other copyrighted work produced for or provided to Assignor (collectively, the “Assigned Intellectual Property”), and has agreed to execute and deliver this IP Assignment; and

WHEREAS, Assignor and Assignee desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Assignee, of the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to: (a) the Assigned Intellectual Property; (b) all rights of any kind whatsoever of Assignor accruing under any of the Assigned Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Assigned Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Intellectual Property; and (e) any and all claims

and causes of action with respect to any of the Assigned Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress) to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Assigned Intellectual Property and each part thereof.

3. Purchase Agreement. This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, expand, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this IP Assignment shall be governed by the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the conflicts of law provisions thereof.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

NAUTILUSTHINK, INC

By: 

Name: John Steele

Title: President

ASSIGNEE:

NAUTILUSNEXT INC.

By: _____

Name: Nicholas White

Title: CEO

[Signature page to IP Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

NAUTILUSTHINK, INC.

By: _____

Name: John Steele

Title: President

ASSIGNEE:

NAUTILUSNEXT INC.

By:  _____

Name: Nicholas White

Title: CEO

[Signature page to IP Assignment]