

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redscout LLC		07/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hapify LLC		
Street Address:	28 West 25th Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85176272	HAPIFY	
CORRESPONDENCE DATA			
Fax Number:	(877)715-1694		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6465280044		
Email:	nknoxlaw@gmail.com		
Correspondent Name:	Nicole Knox		
Address Line 1:	3209 Rolling Road		
Address Line 4:	Chevy Chase, MARYLAND 20815		
NAME OF SUBMITTER:	Nicole Knox		
Signature:	/Nicole Knox/		
Date:	08/03/2011		
Total Attachments: 2 source=Hapify Assignment Page 2#page1.tif source=Hapify Assignment Page 2#page2.tif			

OP \$40.00 85176272

TRADEMARK ASSIGNMENT

This agreement is entered into on July 26, 2011 (this "Agreement"), by and between Redscout LLC ("Assignor") and Hapify LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: HAPIFY (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity.

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

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee a sum to be agreed upon separately by the parties payable on the date hereof.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


8. Governing Law. This Agreement shall be governed exclusively in accordance with the laws of New York without regard to conflicts of laws principles.

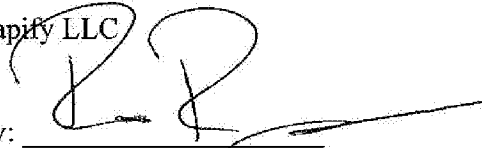
ASSIGNOR

ASSIGNEE

Redscout LLC

Hapify LLC

By: 
Name: Jonah Disend
Title: CEO

By: 
Name: Roo Rogers
Title: CEO

State of New York

County of New York

On July 28, 2011 before me, personally appeared Jonah Disend, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature

ROBERTA ARNONE, ESQ.

