

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
Gripebox.com LLC		12/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPS & JAY HOLDINGS CORP.		
Street Address:	146 Circle Drive		
City:	Millington		
State/Country:	NEW JERSEY		
Postal Code:	07946		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4063966	GRIPEBOX	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
Phone:	212-813-5900		
Email:	assignments@fzlz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	JPSP 1201913		
NAME OF SUBMITTER:	Susan Upton Douglass		
Signature:	/anca nicolescu/		

CH \$40.00 4063966

Date:

03/06/2012

Total Attachments: 4

source=Executed assignment Gripebox to JPS and JAY (F0971130)#page1.tif

source=Executed assignment Gripebox to JPS and JAY (F0971130)#page2.tif

source=Executed assignment Gripebox to JPS and JAY (F0971130)#page3.tif

source=Executed assignment Gripebox to JPS and JAY (F0971130)#page4.tif

ASSIGNMENT

ASSIGNMENT made effective as of 27th day of December 2011 by and between Gripebox.com LLC ("Gripebox"), a Delaware limited liability company, with offices at 14 68th Street, Unit #1, Guttenberg, New Jersey 07093 and JPS & JAY HOLDINGS CORP., a New Jersey Corporation with offices at 146 Circle Drive, Millington, New Jersey 07946.

WHEREAS, Gripebox wishes to fully and completely assign, transfer and sell any and all of Gripebox's claims, rights, title and interest of Gripebox and good will thereto in and to the name, trademark and service mark "GRIPEBOX" to JPS & JAY HOLDINGS CORP. forever hereafter anywhere in the Universe royalty free and

WHEREAS, Gripebox wishes to fully and completely assign, transfer and sell any and all of Gripebox's claims, rights, title and interest of Gripebox to use and exploit the name, trademark and service mark "GRIPEBOX" to JPS & JAY HOLDINGS CORP. forever hereafter anywhere in the Universe royalty free,

WHEREAS, JPS & JAY HOLDINGS CORP. wishes acquire and obtain all of Gripebox's claims, rights, title and interest in and to the name, trademark and service mark "GRIPEBOX" and good will appurtenant thereto and right to use and exploit the same;

NOW, THEREFORE, JPS & JAY HOLDINGS CORP. and Gripebox agree as follows:

1. Gripebox hereby assigns, sells, transfers and grants to JPS & JAY HOLDINGS CORP. any and all rights, title and interest of Gripebox in and to the name, trademark and service mark "GRIPEBOX" forever hereafter anywhere in the universe.
2. Gripebox hereby assigns, sells, transfers and grants to JPS & JAY HOLDINGS CORP. any and all rights, title and interest of Gripebox to use and exploit the name, trademark and service mark "GRIPEBOX" forever hereafter anywhere in the Universe.
3. Gripebox hereby assigns, sells, transfers and grants to JPS & JAY HOLDINGS CORP. any and all rights, title and interest of Gripebox in and to all of the goodwill of the business appurtenant to the mark, service mark and trademark GRIPEBOX together with any and all claims for damages by reason of violation and/or infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
4. Gripebox acknowledges payment and receipt from JPS & JAY HOLDINGS CORP. of the sum of \$1,000.00 and other good and valuable consideration as and for consideration for this Assignment.
5. Gripebox hereby forever waives any and all entitlement to any and all past, present and future royalties, compensation, money, payments, fees and all other consideration of



any and all nature in connection with the name, trademark and service mark "GRIPEBOX" and use and exploitation thereof and good will appurtenant thereto anywhere in the universe.

6. JPS & JAY HOLDINGS CORP. may use, present and/or file this Assignment, as it deems appropriate in its sole and absolute discretion, without any other or further or additional notice to Gripebox or any other or further or additional consent or approval of Gripebox.

7. Gripebox agrees to execute and acknowledge any and all further documents and instruments and to cooperate promptly in order to carry out, fulfill or effectuate the purposes and intent of this Assignment without further compensation or consideration of any kind or nature.

8. This Assignment may not be assigned, in whole or part, by Gripebox without the prior express written consent of JPS & JAY HOLDINGS CORP. and any such assignment or attempted assignment of this Assignment or the rights, duties and/or obligations herein, in whole or part, shall be and is hereby declared null and void ab initio and of no force and effect and not binding.

9. This Assignment is binding upon and enforceable against Gripebox, and Gripebox's heirs, administrators, executors, representatives, legal representatives, successors, successors-in-interest and permitted assigns.

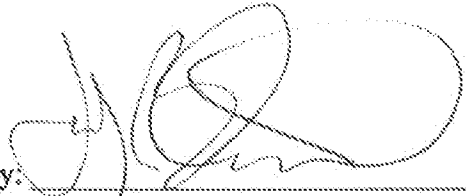
10. This Assignment shall be governed by and construed and interpreted in accordance with and under the laws of the State of New York applicable to contracts made wholly within New York and without regard to conflicts of law rules. In construing or interpreting this Assignment or ambiguities in this Assignment, the rule of contra proferentem shall not apply and all parties shall be deemed and considered equal drafters of this Assignment.

11. In the event of any action or proceeding concerning, relating to or arising out of this Assignment or its enforcement, Gripebox agrees that all actions and proceedings shall be brought exclusively in the Federal or State Courts of New York located in New York County with subject matter jurisdiction over the action or proceeding. Gripebox hereby expressly consents to personal jurisdiction and venue of such courts in such action or proceeding and hereby expressly waives all objections to personal jurisdiction, forum non conveniens and venue in all such actions and proceedings. In the event of any action or proceeding concerning a breach or violation of this Assignment or to enforce this Assignment, the prevailing party shall be awarded reasonable legal fees and costs and disbursements.

IN WITNESS WHEREOF, Gripebox, Assignor, has caused this Assignment to be executed on the date set forth below.

GRIBEBOX.COM, LLC

Assignor

By: 

Jay Blanda

President and Sole Member

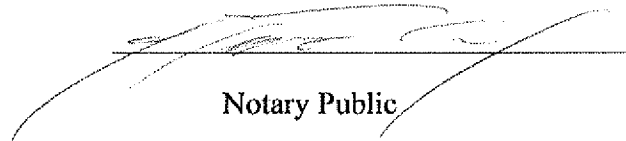
Certificate of Acknowledgement

State Of New York)

County of *New York*) ss.:

I, *AVRAM SOLOMON TURKEL* a notary public in and for the County of and State of New York, do hereby certify and affirm that Jay Blanda, personally known to me and the same person whose name is subscribed to the foregoing Assignment, appeared before me this 27th day of December, 2011 in person and acknowledged that he signed and delivered said Assignment as a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this 27th day of December, 2011.


Notary Public

AVRAM SOLOMON TURKEL
Notary Public, State of New York
No. 02TU6217117
Qualified in New York County
Commission Expires February 8, *2014*