

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
Shopapp LLC		06/11/2012	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Showpad BVBA		
Street Address:	Notarisstraat 1		
City:	9000 Gent		
State/Country:	BELGIUM		
Entity Type:	Private Limited Liability Company: BELGIUM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85545133	SHOWPAD	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650.833.2373		
Email:	tmdocket@dlapiper.com, tmfilings@dlapiper.com, dash.mclean@dlapiper.com		
Correspondent Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303-2215		
ATTORNEY DOCKET NUMBER:	382409-900104 PAM		
DOMESTIC REPRESENTATIVE			
Name:	Paul A. McLean, Esq., DLA Piper LLP (US)		
Address Line 1:	2000 University Avenue		

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 REEL: 004814 FRAME: 0695**

Address Line 4: East Palo Alto, CALIFORNIA 94303-2215

NAME OF SUBMITTER:

Paul A. McLean, Esq., DLA Piper LLP (US)

Signature:

/Paul A. McLean/

Date:

07/03/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the date last executed by the parties below (the "Effective Date"), by and between SHOPPAPP LLC ("Assignor"), a company organized and existing under the laws of Missouri, with a principal place of business at 448 E. 55th Street, Kansas City, MO 64110, and SHOWPAD BVBA ("Assignee"), a company organized and existing under the laws of Belgium, with a principal place of business at Notarisstraat 1, 9000 Gent, Belgium.

RECITALS

- A. Assignor is the owner of all right, title and interest in, to and under the trademark SHOWPAD and the underlying United States pending application therefor, Application Serial No. 85545133, which was filed with the United States Patent and Trademark Office on February 16, 2012 (the "Mark");
- B. Assignor is the owner of all right, title and interest in, to and under the domain name and registration for <showpad.us> (the "Domain Name");
- C. Assignor has agreed to sell, assign, transfer and convey to Assignee all its right, title and interest in, to and under the Mark and the Domain Name (collectively referred to herein as the "IP"), including all common law rights, and all the goodwill of the business associated therewith; and,
- D. Assignee desires to purchase, acquire and accept all right, title and interest of Assignor in, to and under the IP.

AGREEMENT

NOW, THEREFORE, for the total sum of _____ DOLLARS (US\$ _____) (the "Purchase Price") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Payment of Purchase Price: Concurrent with full execution of this Assignment by both Assignor and Assignee, Assignee shall deposit the Purchase Price by wire transfer in immediately available funds into the following account for the benefit of Assignor ("Assignment Date"):

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ASA



First name :

ABDEL HAKIM

Last name:

SALIM-ATTA

4. Assignment. Effective as of the Assignment Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all the right, title and interest of Assignor in, to and under
- a. the Mark;
 - b. the goodwill of the business associated with the use of the Mark;
 - c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Mark;
 - d. the Domain Name; and
 - e. all other rights, including common law rights, relating to the Mark and Domain Name, each to held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
5. Transfer. Assignor hereby authorizes the Commissioner of Patent and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, to transfer ownership of all registrations and applications for the Mark to the Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue to Assignee all registrations

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9. Binding Effect. This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and assignees. Nothing in this Assignment, express or implied, shall confer on an person other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligation or liabilities under or by reason of this Assignment, including third-party beneficiary rights.
10. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.
11. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original; such counterparts shall together constitute but one agreement.
12. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment

ASSIGNOR
Shoppapp LLC


Authorized Signature

Abdel Hakim SALEM ATIA
Printed Name

President
Title

11/06/12
Date

ASSIGNEE
Shoppad BVBA


Authorized Signature

Pieterjan Boulsen
Printed Name

CEO
Title

11/06/12
Date

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