

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
Smack Dab Studios, LLC		07/10/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	SignUp4, LLC		
Street Address:	3500 Piedmont Road		
Internal Address:	Suite 625		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4083709	RAPPIDAPP	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
Signature:	/Katharine F. Rowe/		

OP \$40.00 4083709

Date:

07/30/2012

Total Attachments: 5

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Exhibit 1 to Bill of Sale

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is dated as of JULY 10, 2012 and is made by Smack Dab Studios, LLC ("Assignor"), a Georgia limited liability company located at 810 Maupus Avenue, Savannah, Georgia 31401, and SignUp4, LLC ("Assignee"), a Georgia limited liability company located at 3500 Piedmont Road, Suite 625, Atlanta Georgia 30305.

The parties do hereby agree as follows:

1. Assignment. In consideration for TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following assets and rights (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark(s) set forth on Schedule 1 (the "Trademarks"), and any state and federal or foreign applications and registrations therefor filed by or owned by Assignor or its affiliate, representative or designee, including, without limitation, those set forth on Schedule 1 (the "Registrations"), and all extensions and renewals thereof;

(b) the registrations of all internet domain names secured by Assignor (or its affiliate, representative, or designee) that incorporate the trademarks set forth on Schedule 1, including, without limitation, those domain names listed on Schedule 2 (together the "Domain Name Registrations");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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 authorizes the Commissioner for Trademarks of the USPTO and any other foreign, national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee.

Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership to Assignee of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations that are to be assigned hereunder in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) Assignor owns all right, title and interest in and to the Trademarks, Registrations, Domain Name Registrations and the Assigned Trademarks, free and clear of liens, security interests and other encumbrances or licenses. To the Assignor's knowledge, Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(b) To the Assignor's knowledge the Assigned Trademarks do not violate or infringe upon the rights of others and to Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. General.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment

delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Smack Dab Studios, LLC

By Hannah L.M. Byrne

Name: Hannah L.M. Byrne
Title: CEO, Founder

SignUp4, LLC

By Dick Romano

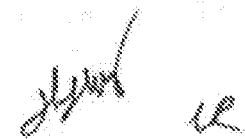
Name: Dick Romano
Title: President

SCHEDULE I

ASSIGNED TRADEMARKS

RAPPIDAPP

U.S. FEDERAL REGISTRATION NO. 4,083,709

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SCHEDULE 2

ASSIGNED DOMAIN NAMES AND SOCIAL MEDIA

GetRapidApp
RapidApp
All Social Media Accounts

Handwritten signature
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