

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|-------------------------------------|-----------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 02/23/2009 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carrot Creative LLC | | 02/23/2009 | LIMITED LIABILITY COMPANY: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | Carrot Creative LLC | | |
| Street Address: | 55 Washington Street | | |
| City: | Brooklyn | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11201 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77548221 | CARROT CREATIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (718)395-7934 | | |
| Email: | john@carrotcreative.com | | |
| Correspondent Name: | Carrot Creative LLC | | |
| Address Line 1: | 45 Main Street | | |
| Address Line 2: | Suite 1200 | | |
| Address Line 4: | Brooklyn, NEW YORK 11201 | | |
| ATTORNEY DOCKET NUMBER: | 4769238 | | |
| NAME OF SUBMITTER: | John M. Trani | | |

OP \$40.00 77548221

| | |
|--|-----------------|
| Signature: | /John M. Trani/ |
| Date: | 09/13/2012 |
| Total Attachments: 5 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif source=Executed Assignment#page4.tif source=Executed Assignment#page5.tif | |

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") made as of the 23rd day of February, 2009, by and between CARROT CREATIVE, LLC, a Connecticut limited liability company with an office and place of business at 3074 Whitney Avenue, Hamden, CT 06518 ("Assignor") and CARROT CREATIVE, LLC, a New York limited liability company with an office and place of business at 55 Washington Street, Suite 329, Brooklyn, NY 11201 ("Assignee") pursuant to the Assignment and Assumption Agreement, dated as of the date hereof, by and between Assignor and Assignee. All capitalized terms used and not defined herein shall have the same meaning as set forth in the Assignment and Assumption Agreement.

1. **Assignment.** For good and valuable consideration and subject to the terms and conditions set forth in the Assignment and Assumption Agreement, Assignor hereby assigns and sets-over to Assignee all of Assignor's rights, title and interest in and to all trade names, trademarks, patents and copyrights, including, without limitation, the trademark application for trademark "CARROT CREATIVE", United States Patent and Trademark Office Serial Number 77548221 (the "**Intellectual Property**"), together with the goodwill of the business in connection with which the Intellectual Property is used, along with the right to recover for damages and profits for past, present, and future infringements thereof. This Assignment is made free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever. All income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property is included in this Assignment.

2. **Assumption.** Assignee, by its execution hereof, hereby: (i) accepts the within Assignment; and (ii) assumes and agrees to perform all of the obligations, liabilities and responsibilities of Assignor, to the extent arising from and after the date hereof.

3. **Further Assurances.** The Assignor will execute, acknowledge and deliver to or upon the order of the Assignee such further instruments of conveyance, assignment and transfer and take such action as the Assignee may reasonably request in order to more effectively convey, assign, or transfer to, or perfect the title or interest of the Assignee in the Intellectual Property intended to be hereby assigned.

4. **Successor Assignment.** The above Assignment is to a successor to the original applicant's business under Section 10 of the Trademark Act, 15 U.S.C. §1060; 37 C.F.R. §3.16. That business is ongoing and existing. In the event Assignor's assets and liabilities are found to now be held by Assignor's Members as a result of dissolution of Assignor, Assignor's Members assign these assets as individuals to Assignee under the terms of this Assignment.

5. **Miscellaneous.**

(a) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

(b) This Assignment is entered into and shall be construed in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof.

(c) This Assignment shall not be modified or amended except by a written agreement signed by the party to be charged therewith.

(d) This Assignment may be executed in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.

(e) The paragraph headings contained in this Assignment are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment.

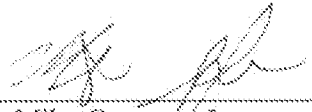
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date set forth above.


ASSIGNOR:

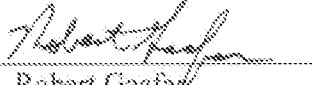
ASSIGNEE:

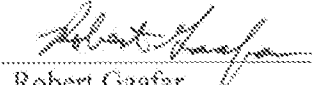
CARROT CREATIVE, LLC (CT)

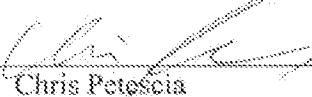
CARROT CREATIVE, LLC (NY)

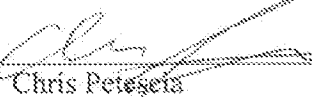
By: 
Mike Germano Jr.
Member

By: 
Mike Germano Jr.
Member

By: 
Robert Gaafar
Member

By: 
Robert Gaafar
Member

By: 
Chris Petesocia
Member

By: 
Chris Petesocia
Member

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR
CARROT CREATIVE, LLC**

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is entered into as of February 23, 2009 by and between Carrot Creative, LLC, a Connecticut limited liability company with an office and place of business at 3074 Whitney Avenue, Hamden, CT 06518 ("Assignor" or "Carrot Creative CT") and Carrot Creative LLC, a New York limited liability company with an office and place of business at 55 Washington Street, Suite 329, Brooklyn, NY 11201 ("Assignee" or "Carrot Creative NY"); and

WHEREAS, pursuant to the laws of the State of Connecticut, the Members of Carrot Web Design, LLC filed Articles of Organization with the State of Connecticut, Secretary of State, to form a limited liability company under the name Carrot Web Design LLC, on April 22, 2005, pursuant to the Connecticut Limited Liability Company Act; and

WHEREAS, on February 11, 2008, Carrot Web Design, LLC filed Articles of Amendment with the State of Connecticut, Secretary of State, changing its name to Carrot Creative, LLC; and

WHEREAS, the Members of Carrot Creative CT decided by unanimous consent on February 20, 2009, to relocate their business to New York State on February 23, 2009; and

WHEREAS, pursuant to the laws of the State of New York, the Members of Carrot Creative CT filed Articles of Organization with the State of New York, Department of State, to form a domestic limited liability company under the name Carrot Creative, LLC, on February 23, 2009, pursuant to the New York Limited Liability Company Act, the Members' individual equity interests in Carrot Creative NY being in exact proportion to their equity interests in Carrot Creative CT; and

WHEREAS, Assignor owns an application for the trademark "CARROT CREATIVE", pending with the United States Patent and Trademark Office, Serial Number 77548221 (the "Trademark Application"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to assume all of the assets of the Carrot Creative CT.

For good and valuable consideration, the receipt of which is acknowledged, the parties agree:

1. Assignment of Assets. On the terms and subject to the conditions set

forth in this Agreement, Assignor will assign, convey and deliver to Assignee, and Assignee will assume, acquire and accept from Assignor, all of Assignor's right, title and interest in and to all of the assets owned, leased or licensed by Assignor and used in the operation of the Carrot Creative CT; including without limitation the following:

(a) Owned Equipment. All owned furniture, fixtures and equipment including without limitation the machinery, materials, tools, apparatus, computer equipment, software, software licenses and hardware and other tangible personal property of every kind, character, and description without limitation;

(b) Customer Lists, Books and Records. All customer lists, books and records, vendor/supplier lists, historical sales data, price lists, call reports, customer profiles, files, records, documents, materials and sales and promotional materials (collectively, the "Books and Records");

(c) Intellectual Property. All trade names, trademarks, patents and copyrights and any other rights Assignor may have to intellectual property, including without limitation the Trademark Application (the "Intellectual Property");

(d) Websites. All of Assignor's websites and domain names (the "Websites"); and

(e) Accounts Receivable. All of Assignor's accounts receivable ("Accounts Receivable").

(f) In the event Assignor's assets and liabilities are found to now be held by Assignor's Members as a result of dissolution of Assignor, Assignor's Members assign these assets as individuals to Assignee under the terms of this Assignment.

2. Assumption of Liabilities. Assignee hereby assumes and becomes fully responsible for all liabilities and obligations with respect to, and becomes fully responsible for, all of the Assignor's liabilities without limitation.

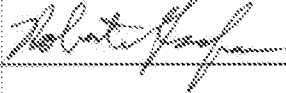
3. Governing Law; Jurisdiction. This Agreement shall be governed, in all respects, including validity, interpretation, and effect, by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. In the event of a dispute arising under this Agreement, the courts of the State of New York and the United States District Court for the Southern District of New York shall have co-exclusive jurisdiction to resolve the dispute.

4. No Third Party Beneficiary. Each party to this Agreement intends that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity than the parties to this Agreement.

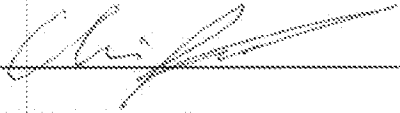
THE UNDERSIGNED, being all of the Members of Carrot Creative CT and all of the Members of Carrot Creative NY hereby evidences his or her adoption and ratification of the foregoing Assignment and Assumption Agreement as of the date above.



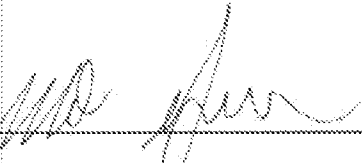
MICHAEL GERMANO JR.
Member, Carrot Creative CT



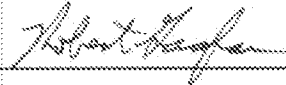
ROBERT GAAFAR
Member, Carrot Creative CT



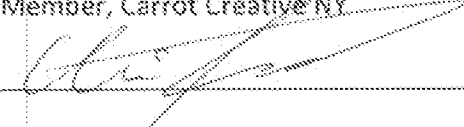
CHRIS PETESCIA
Member, Carrot Creative CT



MICHAEL GERMANO JR.
Member, Carrot Creative NY



ROBERT GAAFAR
Member, Carrot Creative NY



CHRIS PETESCIA
Member, Carrot Creative NY