

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
SEE Enterprises, LLC		01/07/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Evan Scher		
Street Address:	23679 Calabasas Road #315		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77763540	GIVEBAK	
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:	323-574-3020		
Email:	evan.scher@gmail.com		
Correspondent Name:	Evan Scher		
Address Line 1:	23679 Calabasas Road #315		
Address Line 4:	Calabasas, CALIFORNIA 91302		
NAME OF SUBMITTER:	John S. Elmore		
Signature:	/John S. Elmore/		
Date:	01/14/2013		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of January 7, 2013 ("Effective Date") by and between SFE Enterprises, LLC, a limited liability corporation (the "Assignor") and Evan Scher, an individual (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered or (ii) has applied for the registration of those certain trademarks and/or service marks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Marks; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Schedule 1 hereto;
- (b) the registrations and applications for registrations each such Mark;
- (c) the goodwill of the business connected with and symbolized by each such Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and

- (e) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. CONSIDERATION.

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee has paid the Assignor the amount of Five Hundred dollars (\$500.00), three (3) days prior to the Effective Date (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States [and throughout the world];
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

7. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

8. INDEMNIFICATION.

The Assignor shall have no obligations or liability if infringement occurs, and shall have no obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of

the Marks not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

9. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
SEE Enterprises, LLC
Attn: John S. Elmore
101 Mill Farm Road
Noblesville, IN 46062

If to the Assignee:
Evan Scher
23679 Calabasas Road #315
Calabasas, CA 91302

12. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Indiana. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

Trademark Assignment

13. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

16. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

[ASSIGNOR NAME]

SEE ENTERPRISES,
LLC
101 MILL FARM ROAD
NOBLESVILLE, IN
46062

By: John S. Elmore
Name: John S. Elmore
Title: Principal

ACKNOWLEDGMENT
OF NOTARY PUBLIC

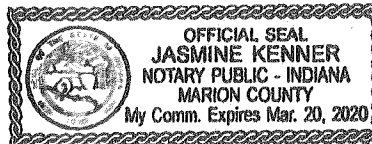
State of INDIANA)
County of HENDRICKS) .ss

On this 7th day of January, 20 13, before me, the undersigned Notary Public, personally appeared before me John S. Elmore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the Principal of SEE Enterprises, LLC and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Jasmine Kenner

My Commission Expires: March 20, 2020



ASSIGNEE

[ASSIGNEE NAME]

EVAN SCHER
23679 CALABASAS
ROAD, #315
CALABASAS, CA 91302

By: Evan Scher
Name: Evan Scher
Title: Assignee

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of _____)
County of _____) .ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared before me Evan Scher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the ASSIGNEE and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

ACKNOWLEDGMENT
ATTACHED

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

Trademark / Service Mark	Registration / Application Number	Date of Filing / Date of Registration
Givebak logo	U.S. Trademark Number: 3883755 Serial Number: 77763540	Filed 6/18/2009 Registered 11/30/2010

Trademark Assignment

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 1-9-13 before me, DAVID W KELLY, Notary Public
(Here insert name and title of the officer)

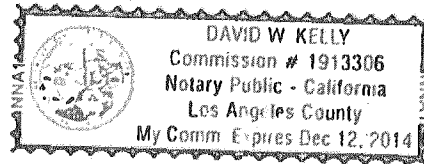
personally appeared EVAN SCHER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

TRADEMARK
(Title or description of attached document)

ASSIGNMENT
(Title or description of attached document continued)

Number of Pages 3 Document Date 1-7-13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other ASSIGNED

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document