# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| TFD, LLC | | 08/01/2013 | LIMITED LIABILITY COMPANY: FLORIDA |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | ultrapractical LLC |
| Street Address: | Aharonovich 7 Apt 12 |
| City: | Tel Aviv |
| State/Country: | ISRAEL |
| Postal Code: | 6356609 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

## PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 85832999 | TAGSFORDROID |

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: tfd-tm@ultrapractical.com
Correspondent Name: ultrapractical LLC
Address Line 1: Aharonovich 7 Apt 12
Address Line 4: Tel Aviv, ISRAEL 6356609

## DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

CH $40.00 85832999

| | |
|---|---|
| NAME OF SUBMITTER: | Caleb Schappa |
| Signature: | /Caleb Schappa/ |
| Date: | 08/16/2013 |

Total Attachments: 9
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# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of August 1, 2013 ("Effective Date") by and between TFD, LLC, a Florida Limited Liability company (the "Assignor") and ultrapractical LLC, a Delaware limited liability company (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

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(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 promises to pay the Assignor the amount of one dollar ($1.00), to be paid within ten (10) days of 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.**

In the event that any of the Marks infringe on any United States trademark or trade secret of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that all of the following are true:

(a) the Assignee promptly gives notice of any such claim to the Assignor;

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(b) the Assignor controls the defense and settlement of such claim;

(c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;

(d) the Assignee stops all sales, distribution, and public use of or relating to the infringing Marks, if requested by the Assignor.

If the Assignee is enjoined from further use of any infringing Mark or if the Assignee stops using any of the Marks pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

(a) obtain the right for the Assignee to continue to use the infringing Marks;

(b) modify the infringing Marks to eliminate such infringement (if practicable);

(c) provide substitute non-infringing Marks to the Assignee pursuant to this Assignment (if practicable); or

(d) refund the amount paid under this Assignment for the infringing Marks to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other 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



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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:
3574 W Fairview St
Miami, FL 33133
USA

If to the Assignee:
Aharonovich 7 Apt 12
Tel Aviv, 6356609
Israel

12. **GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Florida. 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.

**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]

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

**ASSIGNOR** TFD, LLC

By: _____
Name: Caleb Schappa
Title: Managing Member

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Florida )
) ss
County of Miami-Dade )

On this 8th day of August, 2013, before me, the undersigned Notary Public, personally appeared before me Caleb Schappa, 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 Managing Member of TFD, 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: _____

My Commission Expires: 1/31/2017

SERESTYER KOVACS
Notary Public - State of Florida
My Comm. Expires Jan 31, 2017
Commission # EE 878398
Bonded Through National Notary Assn.

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**ASSIGNEE** ultrapractical LLC

By:
Name: Guillermo Krawiec
Title: Managing Member

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## SCHEDULE 1

## LIST OF TRADEMARKS AND/OR SERVICE MARKS

| Trademark / Service Mark | Registration / Application Number | Date of Filing / Date of Registration |
|---|---|---|
| ingaffordroid | 85832999 | 1/25/2013 |
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