

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
Daily Feats, Inc.		08/13/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Diogenes, LLC		
Street Address:	1512 Southford Road		
City:	Southbury		
State/Country:	CONNECTICUT		
Postal Code:	06488		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85794945	LOVE INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	2033482321		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-358-0800		
Email:	mwagner@dmoc.com		
Correspondent Name:	Matthew C. Wagner		
Address Line 1:	One Atlantic Street		
Address Line 2:	DMOC		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	26563.2		
NAME OF SUBMITTER:	Matthew C. Wagner		
Signature:	/Matthew C. Wagner/		

Date:

08/22/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

August 13, 2013

This Trademark Assignment Agreement (the "Agreement") is entered into ~~July XXX, 2013~~ (the "Effective Date") by and between Daily Feats, Inc. (referred to herein as "Daily Feats"), a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 100 Church Street, 8th Floor, New York, New York, and Diogenes, LLC (referred to herein as "Diogenes"), a limited liability corporation organized and existing under the laws of the State of Connecticut, with a principal place of business at 1512 Southford Road, Southbury, CT (Daily Feats and Diogenes are collectively referred to herein as the "Parties").

WHEREAS, Daily Feats is the owner of the trademark LOVE INSURANCE and has filed an application to register the mark with the United States Patent and Trademark Office on December 5, 2012, Serial No. 85/794,945, for the following services:

Class 35: Arranging and administering health and wellness incentive reward programs, discounts and insurance premium reductions to encourage participants' healthy activities.

Class 36: Arranging and brokering health insurance offerings for others via the Internet and mobile electronic devices.

(The LOVE INSURANCE trademark application (Serial No. 85/794,945), common law rights and goodwill are collectively referred to herein as "Trademark Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and described herein, the Parties agree as follows:

1. Assignment of LOVE INSURANCE Trademark Rights. Concurrently with the execution of this Agreement, Daily Feats shall execute an Assignment of Trademarks, in the form attached hereto as Exhibit 1, transferring to Diogenes all of Daily Feats' worldwide rights and interest in the Trademark Rights, as more fully set forth in the Assignment of Trademark attached hereto.

2. Discontinuance of Use of LOVE INSURANCE Mark by Daily Feats. Daily Feats shall discontinue use of the LOVE INSURANCE mark as follows:

(a) Upon execution of this Agreement, Daily Feats shall immediately stop manufacturing any products or providing any services bearing the LOVE INSURANCE mark.

(b) Upon execution of this Agreement, Daily Feats shall immediately:
(i) stop actively advertising products and services using the LOVE INSURANCE mark; (ii) remove from its website and marketing materials any reference to the LOVE INSURANCE mark; and (iii) cease all print and other advertisements that make any reference to the LOVE INSURANCE mark.

(c) Except as expressly provided herein, Daily Feats shall not, after the Effective Date of this Agreement, use the mark LOVE INSURANCE or any mark that is confusingly similar to the mark.

3. Payment to Daily Feats by Diogenes. Upon execution of this Agreement, Diogenes shall pay Seven Thousand Five Hundred United States Dollars (USD \$7,500.00) to Daily Feats by electronic wire transfer, instructions to be provided separately by Daily Feats.

4. Representations and Warranties. Daily Feats represents and warrants that: (a) Daily Feats is the sole owner of all right, title, and interest in and to the Trademark Rights; (b) Daily Feats has not licensed any Trademark Rights to any third party; (c) Daily Feats has not received notice of a right or claim by any third party of a right in the Trademark Rights; (d) apart from this transaction, Daily Feats has never offered to license, assign, or sell, engaged in negotiations or discussions to license, assign, or sell, or exchanged correspondence concerning the possibility of licensing, assigning, or selling the Trademark Rights; and (e) Daily Feats is not presently engaged in any other proceedings (either in or out of court or any government agencies) involving any Trademark Rights or any claimed infringers thereof.

5. Information regarding Past Uses. Daily Feats shall provide to Diogenes documentation of Daily Feats' historic use of the LOVE INSURANCE mark sufficient to evidence Daily Feats' use of that mark in connection with services, in print advertising, in brochures, on the Internet, or otherwise.

6. Cooperation regarding Registration of LOVE INSURANCE. Daily Feats shall cooperate (and shall cause its attorneys to cooperate) with Diogenes to provide information and documents as reasonably necessary to finalize the registration of the LOVE INSURANCE mark in the United States Patent and Trademark Office.

7. Confidentiality. Except as may be required by law or order of a Court of competent jurisdiction, or by regulatory authority, or as agreed otherwise in writing by the Parties, the Parties shall not publicize to any third party, including, without limitation, the media, the trade, and the general public, the general or specific terms of this Agreement, with the exception of the terms set forth in the Assignment attached as Exhibit 1 hereto. Notwithstanding anything herein to the contrary, unless agreed otherwise in writing between the Parties, the Parties shall keep the amount of monetary compensation strictly confidential from any and all third parties, including, without limitation, the media, the trade, and the general public. If either Party violates this paragraph 7, the other Party shall be entitled to temporary and permanent injunctive relief from a court of competent jurisdiction, in addition to any and all other cumulative rights and remedies to which the aggrieved Party may be entitled as a matter of law or equity.

8. Integration. This Agreement, along with the exhibit hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and it supersedes all prior or contemporaneous oral or written negotiations or agreements with regard to the matters set forth herein. No Party has made any promise, statement, or representation to any other Party that is not expressly set forth in this Agreement or the exhibit hereto. The Parties are not entering into this Agreement or the exhibit hereto on the basis of any promise, statement, or representation, express or implied, that is not expressly set forth in this Agreement or the exhibit hereto.

9. **Independent Counsel.** Each Party acknowledges that it has been represented by independent counsel of its own choice throughout all negotiations pertaining to its execution of this Agreement. Each Party further acknowledges that it has received and relied upon advice from its independent counsel with respect to: (a) the meaning and effect of each of the terms and conditions of this Agreement; and (b) the advisability of entering into this Agreement.

10. **Independent Investigation by Parties.** Each Party acknowledges that it has fully investigated the subject matter of this Agreement and that it is entering into this Agreement voluntarily, knowingly, and of its own free will.

11. **Successors.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of each of the Parties.

12. **Modification of Agreement.** No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all of the Parties.

13. **Cooperation and Execution of Additional Documents.** The Parties shall cooperate with each other, and shall execute, or cause to be executed, in a timely manner all other, further, and additional documents, as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

14. **Construction of Agreement.** The Parties and their counsel have read and reviewed this Agreement, and all have participated and cooperated in the drafting and preparation of this Agreement. The Parties thus agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

15. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term or provision, and any such invalid term or provision shall be modified to the extent necessary to make it valid and/or enforceable or severed from this Agreement if such modification is not possible.

16. **Counterparts.** This Agreement may be executed in counterparts. When each Party has signed and delivered at least one such counterpart in original or facsimile form, each counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement, which shall be binding upon and effective as to the Parties, as well as their successors and assigns.

17. **Headings.** The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

18. **Choice of Law and Venue.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York. Any dispute arising out of this Agreement brought by either Party shall be resolved in the United States District Court for the Southern District of New York.

19. **Authority.** The Parties each warrant and represent to and in favor of each of the other Parties that the person executing this Agreement on its behalf has the full power and authority to bind it to each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly appointed and authorized representatives, have executed this Agreement as of the date first set forth above.

DIOGENES, LLC

Bradford L Cole

August 13, 2013

By: _____
Name: Bradford L. Cole
Title: Managing Member

DAILY FEATS, INC.

By: _____
Name: Veer Gidwaney
Title: CEO & Co-Founder