

TRADEMARK ASSIGNMENT

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11/19/2013
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		MERGER Assignment	
EFFECTIVE DATE:		02/28/2013	
CONVEYING PARTY DATA			
Name		Formerly	
Execution Date		Entity Type	
Sole Collector, Inc.		02/28/2013	
CORPORATION:			
RECEIVING PARTY DATA			
Name:		Complex Media, Inc.	
Street Address:		1271 Avenue of the Americas	
City:		New York	
State/Country:		NEW YORK	
Postal Code:		10020	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	
Word Mark			
Registration Number:		3849877	
SOLE COLLECTOR			
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>			
Email:		tmoore@gunder.com	
Correspondent Name:		Todd Moore	
Address Line 1:		220 W 42nd Street	
Address Line 4:		New York, NEW YORK 10036	
NAME OF SUBMITTER:		Todd Moore	
Signature:		/Todd:Moore/	
Date:		11/19/2013	
Total Attachments: 3 source=3270_001#page1.tif source=3270_001#page2.tif source=3270_001#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of February 28, 2013 ("Effective Date") by and between Sole Collector, Inc. a Florida corporation ("Assignor") and Complex Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registration applications and registrations of such Marks in the United States Patent and Trademark Office ("Mark Interests"); and

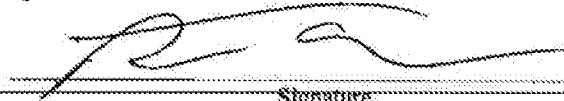
WHEREAS, pursuant to the Asset Purchase Agreement of even date herewith by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks and the Mark Interests to Assignee for Assignee's exclusive use thereof in connection with the other assets being transferred to Assignee from Assignor under said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks and the Mark Interests, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks and the Mark Interests, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Marks and the Mark Interests pertain, which business is ongoing and existing, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Mark Interests or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks and Mark Interests, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Mark Interests or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 28th day of February.

ASSIGNOR: SOLE COLLECTOR, INC.
BY: Steve Nappand
TITLE: CEO



Signature

STATE OF New York }
COUNTY OF New York } ss.

On this 1 day of March 2013, before me, Emily Simoes, Notary Public, personally appeared Steve Nappand, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal, this 1st day of March 2013.

SEAL: **EMILY SIMOES**
Notary Public, State of New York
No. 01S16251728
Qualified in New York County
Commission Expires 11/22/2015

Emily Simoes
NOTARY PUBLIC
NAME: Emily Simoes
COMMISSION EXPIRES: 11/22/2015

The foregoing Assignment is hereby accepted as of the _____ day of _____.

ASSIGNEE: COMPLEX MEDIA, INC.
BY: Rich Antonelli
TITLE: CEO



Signature

Schedule A

TRADEMARK REGISTRATIONS

Trademark	Classes	Reg. No.	Reg. Date
SOLE COLLECTOR	16	3849877	September 21, 2010