

TRADEMARK ASSIGNMENT

Electronic 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
Monhal Mikho		01/06/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	VerticalScope Inc.
Street Address:	111 Peter Street
Internal Address:	Suite 700
City:	Toronto, Ontario
State/Country:	CANADA
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4138682	YELLOWBULLET.COM

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000
 Email: trademark@proskauer.com
 Correspondent Name: Jenifer deWolf Paine
 Address Line 1: Proskauer Rose LLP
 Address Line 2: Eleven Times Square
 Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	77779-001
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 4138682

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jenifer deWolf Paine

Signature:

/Jenifer deWolf Paine/

Date:

01/22/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 22, 2014, is made by YellowBullet, LLC ("**Seller**"), a Michigan limited liability company, located at 751 Bristol lane, Clarkston, Michigan 48348, and Monhal Mikho ("**Assignor**"), an individual resident of Michigan, located at 751 Bristol lane, Clarkston, Michigan 48348, in favor of VerticalScope Inc. ("**Buyer**"), an Ontario corporation, located at 111 Peter Street, Suite 700, Toronto, Ontario, Canada, the purchaser of certain assets of Seller pursuant to a Web Site Purchase Agreement between Buyer and Seller, dated as of December 13, 2013 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office; and

WHEREAS, Assignor applied for the Assigned Trademark (as defined below), holds the trademark for the benefit of Seller and has agreed to assign the Assigned Trademark as provided herein;

NOW THEREFORE, the parties agree as follows:

1. **Assignment**. In consideration for the execution of the Asset Purchase Agreement, the payment to Seller of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Buyer, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademark**");

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Joinder in Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged. Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the "**Assigned Trademark**"):

(a) The right to use the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Assignor and Seller shall take such reasonable steps and actions requested by Buyer following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.

4. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by this reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

"Seller"

YellowBullet, LLC, a Michigan
limited liability company

By: 

Name: Monhal Mikho

Title: Manager

Address for Notices: 751 Bristol lane,
Clarkston, Michigan 48348

"Buyer"

VerticalScope Inc., an Ontario corporation

By: 

Name: Rob Carlow

Title: CEO

Address for Notices: 111 Peter Street,
Suite 700, Toronto, Ontario, Canada

"Assignor"

Monhal Mikho, an individual resident
of Michigan.

By: 

Monhal Mikho

Address for Notices: 751 Bristol lane,
Clarkston, Michigan 48348

SCHEDULE I

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK: YELLOWBULLET.COM

REG. NO.: 4,138,682

REGISTERED ON: MAY 8, 2012

REGISTERED AS: SERVICE MARK ON PRINCIPAL REGISTER