

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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02/02/2014
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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 |
| Cat3, LLC | | 01/24/2014 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Emily1975, LLC | | |
| Street Address: | 501 Tenth Avenue, Floor 7 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86024582 | KIPSTER | |
| Serial Number: | 86171383 | KIPSTER | |
| 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: | 917-262-1193 | | |
| Email: | Gregg@TheCollective.com | | |
| Correspondent Name: | Gregg Donnenfeld | | |
| Address Line 1: | 501 Tenth Avenue, Floor 7 | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| NAME OF SUBMITTER: | Gregg Donnenfeld | | |
| Signature: | /gregg donnenfeld/ | | |
| Date: | 02/02/2014 | | |
| Total Attachments: 2 source=Trademark Assignment - KIPSTER#page1.tif source=Trademark Assignment - KIPSTER#page2.tif | | | |

OP \$65.00 86024582

Trademark Assignment

This Trademark Assignment is made and effective as of January 24, 2014.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cat3, LLC ("Assignor"), a New Jersey limited liability company with offices at 501 Tenth Avenue, Floor 7, New York, NY 10018 hereby assigns and transfers to Emily1975, LLC, a New Jersey limited liability company with offices at 501 Tenth Avenue, Floor 7, New York, NY 10018 ("Assignee"), all of Assignor's right, title and interest in and to the Marks (as hereinafter defined), wherever located worldwide.

For purposes of this Trademark Assignment, the term "Marks" means the trademark KIPSTER, together with any and all common law rights, trademark applications and/or registrations therefor, together with the goodwill of the business symbolized by such Marks, and the right to sue for and take action against any past infringements of the Marks, with all the foregoing covering any and all categories of goods and/or services. For avoidance of doubt, the term Marks expressly includes without limitation all trademarks and associated trademark holdings referenced on Exhibit A hereto, and includes without limitation any trademark registrations that issued from any of the referenced trademark applications. To the extent that trademark applications assigned hereunder were filed based on an "intent-to-use", the parties acknowledge and agree that Assignee is a successor to the applicable portion of the business of the Assignor to which the relevant Marks pertain, and that such business is ongoing and existing.

Signatures to this document may be made in counterpart, and may be delivered by electronic means, but still constituting a comprehensive and legally binding document.

Dated as of the date first set forth above.

CAT3, LLC

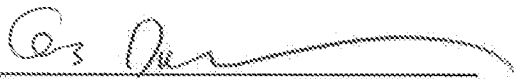

By: Gregg Donnenfeld
Its Executive Vice President

Exhibit A

1. U.S. Trademark App. No. 86/024,582 covering the mark KIPSTER in Class 25
2. U.S. Trademark App. No. 86/171,383 covering the mark KIPSTER in Class 25