

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DE-DE Group, LLC		01/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Thunderclap, Inc.		
Street Address:	222 Broadway, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85693560	THUNDERCLAP	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2210.434.120		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	05/06/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of January 2, 2014 (this "Assignment"), is made by DE-DE Group, LLC, a Delaware limited liability company, having an address at 400 Lafayette, 5th Floor, New York, New York 10003 ("Assignor"), in favor of Thunderclap, Inc., a Delaware corporation, having an address at 222 Broadway, 20th Floor, New York, New York 10007 ("Assignee").

WITNESSETH:

WHEREAS, Assignee has entered into a Binding Term Sheet with Assignor, dated as of January 2, 2014 (the "Binding Term Sheet"), pursuant to which Assignor has transferred or assigned certain assets to Assignee, including the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Trademarks"), on the terms and conditions contained therein.

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

1. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, and the right to sue and to collect all damages and payments for claims of past and present infringement or misappropriation thereof.

2. Assignor hereby agrees to execute and deliver, upon the request of Assignee and solely at Assignee's cost, such additional instruments, documents, and papers, and generally do all other actions, including testifying in legal proceedings, as are necessary to assign, sell, transfer, and convey to Assignee, and to continue, secure, defend, register, renew, maintain and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Binding Term Sheet. This Assignment is intended only to effect the transfer of the Trademarks, pursuant to the Binding Term Sheet, and shall be governed entirely in accordance with the terms and conditions of the Binding Term Sheet.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

5. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

* * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Assignor:

DE-DE Group, LLC

By: 

Name: Scott Waldbaum

Title: CEO

STATE OF NEW YORK)

ISS:

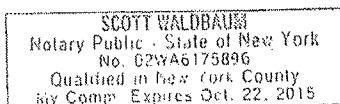
COUNTY OF NEW YORK)

On this 20th day of December in the year 2013, before me the undersigned, a Notary Public for the State of New York, personally appeared Judd Merkel, 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.



Signature of Notary



IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Assignee:

Thunderclap, Inc.

By: David Cascino
Name: David Cascino
Title: Founder

STATE OF NEW YORK)

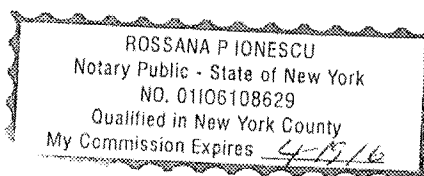
)ss:

COUNTY OF NEW YORK)

On this 27th day of December in the year 2013, before me the undersigned, a Notary Public for the State of New York, personally appeared David Cascino, 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.

Rossana P Ionescu
Signature of Notary



Trademarks

Pending U.S. Trademark Applications

Mark	Application Serial No.	Application Date
THUNDERCLAP	85-693560	August 2, 2012