

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citiblocs, LLC		05/16/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Citiblocs Holdings LLC		
Street Address:	c/o Propel Equity Partners		
Internal Address:	10 Glenville Street, 1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3975032	CITIBLOCS	
Registration Number:	3853607	CITIBLOCS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pto@sillscummis.com		
Correspondent Name:	Elyse A Marcus		
Address Line 1:	30 Rockefeller Plaza, 29th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	08280070.000009		
NAME OF SUBMITTER:	Elyse A Marcus		
SIGNATURE:	/Elyse A Marcus/		
DATE SIGNED:	05/20/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of May 16, 2014 (the "Effective Date"), is between Citiblocs, LLC, a Georgia limited liability company having its principal places of business 207 W. Flora Street, Tampa, FL 33604 (the "Assignor"), and Citiblocs Holdings LLC, a Delaware corporation, with its principal place of business located at c/o Propel Equity Partners, 10 Glenville Street, 1st Floor, Greenwich, Connecticut 06831 (the "Assignee").

WHEREAS, Assignor and Assignee, along with Marjorie Israel Chayette, are parties to an Asset Purchase Agreement dated May 16, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all of the right, title and interest, including all of the goodwill associated therewith, in and to certain trademarks, service marks, applications therefor and trade names, both registered and under common law used by Assignor in connection with its business, including those listed in Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Trademarks to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Trademarks, including all of the goodwill associated therewith, as well as all renewals and extensions of rights thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Trademark, and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Trademarks.

Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

[Signature Page Follows]

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

ASSIGNOR:

CITIBLOCS, LLC

By: *Marjorie Israel Chayette*
Name: Marjorie Israel Chayette
Title: Chief Executive Officer

Date: May 16, 2014

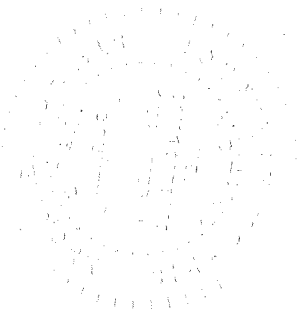
STATE OF New York

COUNTY OF New York

On this 16th day of May, 2014, before me came Marjorie Israel Chayette, who being by me duly sworn, did depose and say to me that she is the Chief Executive Officer of Citiblocs, LLC and that he signed his name hereto by authority of the manager of said limited liability company.

Jonathan Morris
Notary Public:

JONATHAN MORRIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6278146
Qualified in BRONX County
My Commission Expires March 18, 2017



SCHEDULE A

Trademarks

Trademark	Trademark Number	Registration Date	Jurisdiction
CITIBLOCS [STYLIZED]	U.S. Reg. 3975032	June 7, 2011	United States
CITIBLOCS [STYLIZED]	U.S. Reg. 3853607	September 28, 2010	United States
CITIBLOCS [STYLIZED]	International Registration 1096370	May 16, 2013	Japan