

05/20/2014



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/201

103667641

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Michael Labieniec

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines): _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Code Creator LLC

Street Address: 750 Main Street Suite 512

City: Hartford

State: Connecticut

Country: U.S. Zip: 06103

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship CT

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

US Serial Number: 85940130

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

APIverse (Filing Date: Application Filing Date: May 22, 2013) (Service Mark)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Code Creator LLC

Internal Address: _____

Street Address: 128 Fox Hill Road

City: Wethersfield

State: CT Zip: 06109

Phone Number: 888-728-8101

Docket Number: _____

Email Address: mscutari@codecreator.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/ML/

April 21, 2014

Signature

Date

Michael Labieniec

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005294 FRAME: 0675

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 21st day of April, 2014 (the "**Effective Date**") by and between Michael Labieniec, an individual having his principal place of residence at 11 Red Yellow Road, Middletown, Connecticut 06457 ("**Assignor**") and Code Creator LLC, a limited liability company duly organized and existing under the laws of the State of Connecticut and having its principal place of business at 750 Main Street Suite 512, Hartford, CT 06103 ("**Assignee**").

A. WHEREAS, Assignor owns the entire right, title and interest in and to a certain U.S. trademark and service mark registration filed with the United States Trademark Office as listed in attached Exhibit A (collectively the "**Mark**");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark;

(ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;

(iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Connecticut. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Michael Labieniec

By: /s/ Michael Labieniec

Name: Michael Labieniec

ASSIGNEE:

Code Creator LLC

By: /s/ Michael Scutari

Name: Michael Scutari

Title: Partner and LLC Member

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>FILE DATE</u>	<u>REG. No.</u>	<u>REG. DATE</u>
85940130	US	APIverse	05/22/2013		

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Michael Labieniec, an individual having his principal place of residence at 11 Red Yellow Road, Middletown, Connecticut 06457 (“**Assignor**”) owns all the right, title and interest in and to the federal trademark registration of the mark identified in Schedule A hereto (the “**Mark**”) and

WHEREAS, Code Creator LLC, a limited liability company duly organized and existing under the laws of the State of Connecticut and having its principal place of business at 750 Main Street Suite 512, Hartford, CT 06103 (“**Assignee**”) desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

April 21, 2014

Date

ASSIGNOR:

Michael Labieniec

By: /s/ Michael Labieniec

Name: Michael Labieniec