

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCRG HOLDINGS LIMITED		07/01/2014	PRIVATE LIMITED COMPANY: JERSEY
RECEIVING PARTY DATA			
Name:	EBIQUITY INC.		
Street Address:	615 South DuPont Highway		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3162945	ECHO	
CORRESPONDENCE DATA			
Fax Number:	3128032209		
<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>			
Phone:	312-464-3100		
Email:	aprovenio@loeb.com		
Correspondent Name:	ALISON P. SCHWARTZ - LOEB & LOEB LLP		
Address Line 1:	321 N CLARK ST, SUITE 2300		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	SEE AOP - EBIQUITY		
NAME OF SUBMITTER:	ALISON P. SCHWARTZ		
SIGNATURE:	/ALISON P. SCHWARTZ/		
DATE SIGNED:	07/02/2014		
Total Attachments: 9			
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DATED 1 July 2014

DEED OF ASSIGNMENT OF TRADE MARK

between

(1) TCRG HOLDINGS LIMITED (IN LIQUIDATION)

and

(2) EBIQUITY INC

THIS DEED is dated 1 July 2014

PARTIES

- (1) **TCRG HOLDINGS LIMITED (IN LIQUIDATION)**, a private limited company incorporated and registered in Jersey, whose registered office is at Ordance House, 31 Pier Road, St. Helier, Jersey (**Assignor**).
- (2) **EBIQUITY INC.**, a Delaware corporation with number 5498607, whose registered office is at 615 South DuPont, Highway, Dover, Kent 19901(**Assignee**).

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Trade Mark (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the intellectual property rights in the Trade Mark on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Trade Mark: the registered trade mark "ECHO", short particulars of which are set out in the Schedule.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 References to clauses and the Schedule are to the clauses and the Schedule of this deed.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes faxes but excludes e-mails.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. **ASSIGNMENT**

- 2.1 The Assignor with full title guarantee assigns to the Assignee all its existing and future rights, title and interest in the Trade Mark and all its existing and future rights, title and interest in the Trade Mark which is in the power, possession or control of the Assignor absolutely, including:
- (a) all goodwill attaching to the Trade Mark and in respect of the business relating to the goods or services for which the Trade Mark is registered or used; and
 - (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Trade Mark whether occurring before, on, or after the date of this deed.
- 2.2 To the extent that any of the rights assigned under clause, 2.1 above are not wholly and/or validly assigned, the Assignor shall hold them upon a bare trust for the full and exclusive benefit of the Assignee.

2.3 The Assignor will at the Assignee's request deliver up to the Assignee all documents, material and/or other media which may be in the Assignor's possession, power or control which comprises or contains any part of or information in relation to the Trade Name.

3. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this deed.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. ENTIRE DEED

5.1 This deed constitutes the entire deed between the parties and supersedes and extinguishes all previous deeds, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this deed.

6. VARIATION

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

7.2 If any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

9. THIRD-PARTY RIGHTS

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. NOTICES

10.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand, by pre-paid first-class post or other next working day delivery service or by paid airmail at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

10.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by paid airmail, at 9:00 am on the fifth Business Day after posting or at the time recorded by the delivery service;
- (d) if sent by fax, at 9.00 am on the next Business Day after transmission.

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. GOVERNING LAW

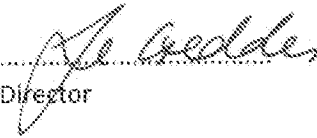
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

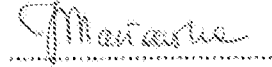
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

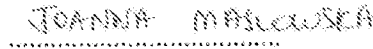
EXECUTED and DELIVERED as a DEED
by TCRG HOLDINGS LIMITED (IN
LIQUIDATION) acting by a director in
the presence of:


.....
Director

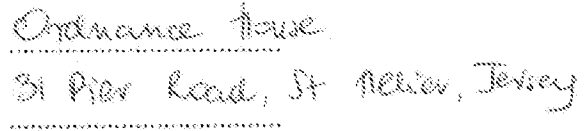
Witness signature:


.....

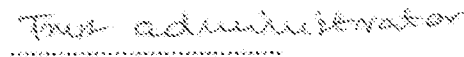
Witness name:


.....

Witness address:


.....

Occupation of witness:


.....

EXECUTED and DELIVERED as a DEED
by EBIQUITY INC acting by a an
authorised signatory in the presence
of:

.....
Authorised signatory

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

Occupation of witness:

.....

EXECUTED and DELIVERED as a DEED
by TCRG HOLDINGS LIMITED (IN
LIQUIDATION) acting by a director in
the presence of:

.....
Director

Witness signature:

.....

Witness name:

.....

Witness address:

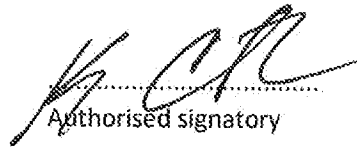
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Occupation of witness:

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EXECUTED and DELIVERED as a DEED
by EBILITY INC acting by a an
authorised signatory in the presence
of:


.....
Authorised signatory

Witness signature:

.....

Witness name:

.....

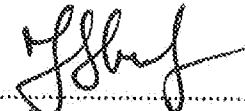
Witness address:

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Occupation of witness:

.....



Yelena Shroote

827 Dunlop Ave

Forest Park, IL 60130

Account Director

The Schedule Trade Mark

Country/ territory	Mark	Application or registration number	Date of filing/ registration	Classes	Specification of goods or services
USA	ECHO	3162945	July 14, 1999	IC 016. US 002, 005, 022, 023, 029, 037, 038 and 050. IC 035. US 100, 101 and 102.	Printed reports in the nature of market research and analysis reports, broadcast media content analysis reports, business information reports and public opinion research reports; brochures, newsletters and magazines, all in the field of business marketing and public opinion. Market research; market analysis; business information in the fields of marketing, market research and market analysis; business research; business research in the nature of broadcast media content analysis; focus group marketing studies; public opinion research for business and advertising purposes.