

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dopest, Inc.		07/15/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Third Estate, LLC		
Street Address:	1451 East 4th Street		
Internal Address:	Suite 103		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90033		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85930325	DOPEST	
Registration Number:	4264389	DOPEST	
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>			
Phone:	631-816-3032		
Email:	biscalaw@yahoo.com		
Correspondent Name:	Robert A. Bisca		
Address Line 1:	105 Maxess Road		
Address Line 2:	Suite 124 S		
Address Line 4:	Melville, NEW YORK 11847		
NAME OF SUBMITTER:	Robert A. Bisca		
SIGNATURE:	/Robert A. Bisca/		
DATE SIGNED:	07/24/2014		
Total Attachments: 5			
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TRADEMARK			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of July, 2014 ("Effective Date") by and between Dopest, Inc., a New York corporation with an address at 41 Seward Drive, Dix Hills, New York 11743 (the "Assignor") and Third Estate, LLC, an Indiana Limited Liability Company with an address at 1451 East 4th Street, Suite 103, Los Angeles, CA 90033 (the "Assignee"). The Assignor and the Assignee may hereinafter be referred to individually as a "Party" and/or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor (i) has registered or (ii) has applied for the registration of those certain trademarks and/or service marks listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Dopest Marks")

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Dopest Marks; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Dopest Marks; and

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (b) the Dopest Marks referred to in Schedule 1 hereto;
- (c) the registrations and applications for registrations each such Dopest Mark;
- (d) the goodwill of the business connected with and symbolized by each such Dopest Mark;
- (e) subject to the provisions of paragraph 7 of this Agreement, all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Dopest Marks; and
- (f) all rights to sue for past, present, and future infringements or misappropriations of the Dopest Marks.

2. CONSIDERATION.

As consideration for the assignment of the Marks and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of FOUR THOUSAND and 00/100 dollars (\$4,000.00), to be paid within in accordance with the terms of that certain settlement agreement between Assignor and Assignee of even date herewith (the Settlement Agreement") (the "Consideration").

warranties, the Assignee promises to pay the Assignor the amount of FOUR THOUSAND and 00/100 dollars (\$4,000.00), to be paid within in accordance with the terms of that certain settlement agreement between Assignor and Assignee of even date herewith (the Settlement Agreement") (the "Consideration").

3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Dopest Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Dopest Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Dopest Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

5. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Dopest Marks and/or any associated trademark registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void. And unenforceable.

6. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also file this assignment with the United States Patent and Trademark Office (the "USPTO") in accordance with the provisions of the Settlement Agreement.

7. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Dopest Marks

7. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of the Dopest Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Dopest Marks. Notwithstanding the foregoing or any provision of this Agreement to the contrary, Assignor shall have the right to sell of its existing inventory containing the Dopest Marks for a period of four and one half (4 ½) months following the execution of the Settlement Agreement and to collect, keep and retain any and all revenue in connection therewith.

8. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

9. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:	Dopest, Inc. 41 Seward Drive Dix Hills, New York 11743
With a copy to:	Robert A. Bisca, Esq. 105 Maxessa Road, Suite 124 S Melville, New York 11747
If to the Assignee:	Third Estate, LLC 1451 East 4th Street, Suite 103 Los Angeles, CA 90033
With a copy to:	David Martinez, Esq. Robins, Kaplan, Miller & Ciresi, LLP 2049 Century Park East, Suite 3400 Los Angeles, California 90067- 3208

11. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of New York. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to

On this 15th day of July, 2014, before me, the undersigned Notary Public, personally appeared before me Vincent Galiano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the President of the Dopest, Inc. and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

Colette Tarrani

My Commission Expires: _____

6/27/15

COLETTE TARRANI
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01TA8243957
My Commission Expires 06-27-2015

SCHEDULE 1

LIST OF TRADEMARKS AND/OR SERVICE MARKS

Trademark / Service Mark	Registration / Application Number	Date of Filing / Date of Registration
Dopest design mark	4264389	December 25, 2012
Dopest word mark	85930325	May 13, 2013