

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vesta Corporation		08/06/2014	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hanglt, LLC		
<b>Street Address:</b>	261 Madison Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86285616	HANGIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	trademarkdocketing@aporter.com, thomas.magnani@aporter.com, Diem-Mi.Lu@aporter.com, elisabeth.richards@aporter.com		
<b>Correspondent Name:</b>	Thomas A. Magnani of Arnold & Porter LLP		
<b>Address Line 1:</b>	555 12TH ST NW STE 100		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	0027258.00002		
<b>NAME OF SUBMITTER:</b>	Thomas A. Magnani		
<b>SIGNATURE:</b>	/Thomas A. Magnani/		
<b>DATE SIGNED:</b>	08/11/2014		
<b>Total Attachments: 5</b>			
source=Confirming Trademark Assignment Agreement - Vesta to Hanglt (Executed) #page1.tif			
source=Confirming Trademark Assignment Agreement - Vesta to Hanglt (Executed) #page2.tif			
source=Confirming Trademark Assignment Agreement - Vesta to Hanglt (Executed) #page3.tif			
source=Confirming Trademark Assignment Agreement - Vesta to Hanglt (Executed) #page4.tif			
source=Confirming Trademark Assignment Agreement - Vesta to Hanglt (Executed) #page5.tif			

CH \$40.00 86285616

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of August 6, 2014 (the "Effective Date") by and between HangIt, LLC, a Delaware limited liability company ("HangIt") and Vesta Corporation, an Oregon corporation having a place of business at 4400 Alexander Drive, Alpharetta, GA 30022 USA ("Assignor").

WHEREAS, this Agreement is being executed pursuant to that certain Contribution Agreement, dated as of August 6, 2014, by and among HangIt, Axis LLC, a Florida limited liability company, Nicholas Kleinjan, Nicholas Johns, Assignor, Jason Hogg and Assignor (the "Contribution Agreement");

WHEREAS, Assignor holds Assigned Intellectual Property (defined below);

WHEREAS, pursuant to the Contribution Agreement, HangIt has acquired all right, title, and interest in and to the Assigned Intellectual Property and certain technology, intellectual property rights, and other assets related to the portion of Assignor's business to which the Assigned Intellectual Property pertains; and

WHEREAS, HangIt and Assignor desire to execute this Agreement to confirm that HangIt owns all right, title and interest in and to the Assigned Intellectual Property;

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

1. Definitions. As used herein, the following terms have the following meanings:

(a) "Assigned Intellectual Property" means only those Trademarks (including all registrations and pending applications for those Trademarks and all goodwill of the business connected therewith and symbolized thereby) set forth on Exhibit A, regardless of when such was created, has been or is used or held for use, or was otherwise acquired, including without limitation all common law, statutory, treaty, and convention rights in those Trademarks.

(b) "Trademarks" means trademarks, service marks, trade dress, logos, slogans, and design marks, trade names, fictitious and other business names, or brand names, together with all goodwill of the business connected therewith and symbolized thereby, including all applications and registrations therefor in any jurisdiction.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to HangIt, its successors and assigns, all of its right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing.

3. Assignor's Transfer and Cessation of Use of the Assigned Intellectual Property.

(a) Commencing on the Effective Date, except as permitted under the fair use doctrine, Assignor will immediately cease all use, and will forever refrain from using, any words,

names, slogans, symbols, or logos (or anything confusingly similar thereto) as they appear in the Assigned Intellectual Property in any manner, including use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta-tag, directory search term, or a component of any of the foregoing, if any.

4. Irrevocable and Binding Assignment. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder HangIt's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the exploitation of the Assigned Intellectual Property.

5. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile signatures.

6. Governing Law; Miscellaneous. This Agreement, and any action instituted by either party with respect to matters arising hereunder or in connection herewith will be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict of law or choice of law rules. If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This Agreement and the Purchase Agreement constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written communications or agreements of the parties. This Agreement may be amended only by a writing executed by the parties. This Agreement may be assigned or transferred by HangIt to any HangIt affiliate, or to any purchaser of the Assigned Intellectual Property to the extent permitted by applicable law.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

**ASSIGNOR:**

Vesta Corporation

By: Michael Vollkommer

Name: Michael Vollkommer  
Title: Chief Financial Officer

**HANGIT:**

Hangit, LLC

By: \_\_\_\_\_

Name: Nicholas Johns  
Title: Manager

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

**ASSIGNOR:**

Vesta Corporation

By: \_\_\_\_\_

Name: Michael Vollkommer

Title: Chief Financial Officer

**HANGIT:**

HangIt, LLC

By:  \_\_\_\_\_

Name: Nicholas Johns

Title: Manager

**Exhibit A**

**Assigned Intellectual Property**

**Trademark:**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
United States	HANGIT	86/285616	May 19, 2014