

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Web Media L.L.C.		11/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	George Little Management, LLC		
Street Address:	1133 Westchester Avenue		
Internal Address:	Suite N136		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3409857	IRCE	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	teas@friedfrank.com		
Correspondent Name:	Victoria J. B. Doyle		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004-1980		
ATTORNEY DOCKET NUMBER:	34224-8 [5879]		
NAME OF SUBMITTER:	Victoria J. B. Doyle		
SIGNATURE:	/vjbd/		
DATE SIGNED:	10/07/2014		
Total Attachments: 1			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), effective as of November 7, 2012, is entered into by and between Vertical Web Media, L.L.C, a Delaware limited liability company ("Assignor"), and George Little Management, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignor is the owner of the trademark IRCE and the related U.S. Registration No. 3,409,857 (the "Assigned Trademark");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between Seller (as defined therein), Assignor and Buyer, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller certain assets of Seller and Parent (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to the Assigned Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Buyer hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby grants, conveys, sells, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademark, the goodwill of the business connected with the use thereof and symbolized thereby, the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of the Assigned Trademark and of this Assignment, and the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademark.

3. Recordation; Further Assurances. Assignor hereby authorizes and requests that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Buyer's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Buyer may reasonably request to record and perfect Buyer's interest in and to the Assigned Trademark.

4. Governing Law. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of New York applicable to contracts to be performed within the State of New York.

The Assignor has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

VERTICAL WEB MEDIA, L.L.C.



By: _____
Name: Molly Rogers
Title: CEO