

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

11/25/2014  
 900308291

ETAS ID: TM324358

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FOTOBAR, LLC		11/05/2014	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	FOTOBAR HOLDINGS, LLC
<b>Street Address:</b>	5 Revere Drive
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: <del>UNITED STATES</del> Delaware

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85982765	FOTOBAR
Serial Number:	85645848	FOTOBAR
Serial Number:	85891615	LIBERATE YOUR PHOTOS
Serial Number:	85891605	LIBERATE YOUR PHOTOS
Serial Number:	85891611	LIBERATE YOUR PHOTOS
Serial Number:	85831783	LIFE. ENLARGED.
Serial Number:	85831758	LIFE. ENLARGED.
Serial Number:	85831769	LIFE. ENLARGED.
Registration Number:	3314693	PHOTO BAR

OP \$240.00 85982765

**CORRESPONDENCE DATA**

**Fax Number:** 6098961469  
*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.*  
**Phone:** 213-225-2602  
**Email:** ipdocket@foxrothschild.com  
**Correspondent Name:** Lisa A. Karczewski  
**Address Line 1:** Fox Rothschild LLP  
**Address Line 2:** 1055 W. 7th Street  
**Address Line 4:** Los Angeles, CALIFORNIA 90014

<b>ATTORNEY DOCKET NUMBER:</b>	136732.00001
<b>NAME OF SUBMITTER:</b>	Olga Ayala
<b>SIGNATURE:</b>	/Olga Ayala/
<b>DATE SIGNED:</b>	11/25/2014

**Total Attachments: 14**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 5<sup>th</sup> day of November, 2014 by and between MICHAEL PHELAN, as Assignee for FOTOBAR, LLC, a Florida limited liability company ("Assignor"), and FOTOBAR HOLDINGS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of September 10, 2014, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to sell substantially all of the assets of Fotobar, LLC, a Florida limited liability company (the "Company") to Assignee and Assignee has agreed to purchase the same;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property Rights (as defined in the Purchase Agreement) that are Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor and Assignee desire to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

**ASSIGNMENT**

1. Assignor hereby sells, assigns, conveys, grants, and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights, including but not limited to, all such Intellectual Property Rights listed on Exhibits A and B attached hereto and incorporated herein by this reference, and all rights associated therewith, including but not limited to renewal rights therein, the right to obtain registrations or equivalent protections of the Intellectual Property Rights in the United States and throughout the world, moral rights therein, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Intellectual Property Rights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation which may constitute a liability.

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property Rights with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office or equivalent foreign offices.

EXECUTION COPY

4. Within thirty (30) days of execution of this Assignment, Assignor shall change its corporate name of "Fotobar, LLC" (the "Corporate Name") and completely cease all use of the Corporate Name. Until such time that Assignor changes the Corporate Name, Assignee grants Assignor the limited right to utilize the Corporate Name for corporate, administrative, and tax filings. Assignor's right to continue the use of the Corporate Name is limited to the purposes set forth in this Paragraph 4 and, effective as of the date of this Assignment, Assignor understands, acknowledges, and agrees that it is strictly prohibited from utilizing the Corporate Name for any commercial purpose or any other purpose not expressly permitted under this Paragraph 4. Notwithstanding the foregoing, Assignee shall be permitted to utilize the Corporate Name to continue its operation of the business located at 3545 Las Vegas Strip #7, Las Vegas, Nevada 89109 (the "Las Vegas Operation"). The conditions to Assignee's use of the Corporate Name at the Las Vegas Operation are expressly set forth in the Interim Management Agreement to be entered into by and between Assignee and Fotobar Vegas, LLC, a Delaware limited liability company.

GENERAL

5. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

6. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Purchase Agreement including, without limitation, the representations and warranties thereof.

7. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights granted to Assignee hereunder; and (b) Assignor has not previously sold, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Intellectual Property Rights.

8. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective

EXECUTION COPY

addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: Michael Phelan  
c/o Bradley S. Shraiberg, Esq.  
Shraiberg, Ferrara & Landau, P.A.  
2385 N.W. Executive Center Drive, Suite 300  
Boca Raton, Florida 33431

To Assignee: Fotobar Holdings, LLC  
Attn: Jeff Branman  
5 Revere Drive  
Northbrook, IL 60062

with a copy  
to its counsel: Fox Rothschild LLP  
Attn: Stephen M. Cohen, Esq.  
2000 Market Street, 20<sup>th</sup> Floor  
Philadelphia, PA 19103-3222


12. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.  
SIGNATURE AND NOTARY PAGES TO FOLLOW].

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

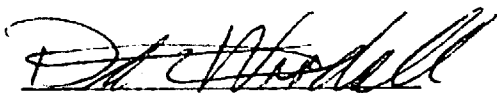
<b>ASSIGNOR:</b>  By:  Name: Michael Phelan Title: Assignee for Fotobar, LLC	<b>ASSIGNEE:</b>  <b>FOTOBAR HOLDINGS, LLC, a Delaware limited liability company</b>  By: _____ Name: _____ Title: _____
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ACKNOWLEDGMENT

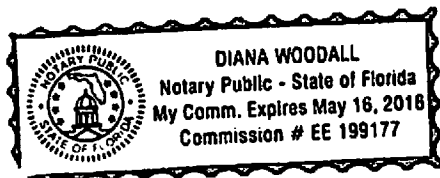
STATE OF *Florida* :  
 :  
 : ss.  
COUNTY OF *Palm Beach* :

MICHAEL PHELAN, being duly sworn, says that he is the Assignee of FOTOBAR, LLC, a Florida limited liability company and acknowledges that he did sign the Intellectual Property Assignment and Assumption Agreement on behalf of FOTOBAR, LLC, pursuant to due authority.

Sworn to and subscribed  
before me this 5<sup>th</sup> day  
of November, 2014.

  
Notary Public

My commission expires: May 16, 2016 (SEAL)



**EXHIBIT A**  
**PATENTS**

<b>Application or Patent No.</b>	<b>Title</b>	<b>Country</b>	<b>Application Date</b>	<b>Earliest Priority Date</b>
App. 13/870,529	System and Method for the Real-Time Display of Images in Conjunction With Objects on a Graphical User Interface	US	April 25, 2013	August 16, 2012
App. 61/683,833	System and Method for Using SMTP For Automatically Displaying One or More Image Files on an HTML Page	US	August 16, 2012	August 16, 2012

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PT: #103002 v1 (27H6011.DOC)

ACTIVE 27926487v9 11/05/2014

**TRADEMARK**  
**REEL: 005410 FRAME: 0378**



**EXHIBIT B  
TRADEMARKS**

<b>Mark</b>	<b>App/Reg Date</b>	<b>Owner of Record</b>	<b>App./Reg. #</b>
FOTOBAR	June 7, 2012	FOTOBAR, LLC	App. 85/982,765
FOTOBAR	June 7, 2012	FOTOBAR, LLC	App. 85/645,848
PHOTO BAR	October 16, 2007	FOTOBAR, LLC	Reg. 3,314,693
LIBERATE YOUR PHOTOS	April 1, 2013	FOTOBAR, LLC	App. 85/891,615
LIBERATE YOUR PHOTOS	April 1, 2013	FOTOBAR, LLC	App. 85/891,605
LIBERATE YOUR PHOTOS	April 1, 2013	FOTOBAR, LLC	App. 85/891,611
LIFE. ENLARGED.	January 24, 2013	FOTOBAR, LLC	App. 85/831,783
LIFE. ENLARGED.	January 24, 2013	FOTOBAR, LLC	App. 85/831,758
LIFE. ENLARGED.	January 24, 2013	FOTOBAR, LLC	App. 85/831,769

Common law trademark rights to FOTOBAR; PHOTO BAR; LIBERATE YOUR PHOTOS; and LIFE. ENLARGED.

FOTOBAR trade name

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WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property Rights (as defined in the Purchase Agreement) that are Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor and Assignee desire to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

**ASSIGNMENT**

1. Assignor hereby sells, assigns, conveys, grants, and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights, including but not limited to, all such Intellectual Property Rights listed on **Exhibits A and B** attached hereto and incorporated herein by this reference, and all rights associated therewith, including but not limited to renewal rights therein, the right to obtain registrations or equivalent protections of the Intellectual Property Rights in the United States and throughout the world, moral rights therein, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Intellectual Property Rights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation which may constitute a liability.

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To Assignor: Michael Phelan  
c/o Bradley S. Shraiberg, Esq.  
Shraiberg, Ferrara & Landau, P.A.  
2385 N.W. Executive Center Drive, Suite 300  
Boca Raton, Florida 33431

To Assignee: Fotobar Holdings, LLC  
Attn: Jeff Branman  
5 Revere Drive  
Northbrook, IL 60062

with a copy  
to its counsel: Fox Rothschild LLP  
Attn: Stephen M. Cohen, Esq.  
2000 Market Street, 20<sup>th</sup> Floor  
Philadelphia, PA 19103-3222

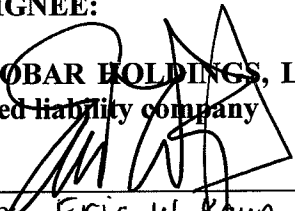
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

<b>ASSIGNOR:</b>  By: _____ Name: Michael Phelan Title: Assignee for Fotobar, LLC	<b>ASSIGNEE:</b> <b>FOTOBAR HOLDINGS, LLC, a Delaware limited liability company</b>  By: _____ Name: <u>Eric W. Kaup</u> Title: <u>Authorized Signatory</u>
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**ACKNOWLEDGMENT**

ACKNOWLEDGMENT

STATE OF

:

: ss.

COUNTY OF

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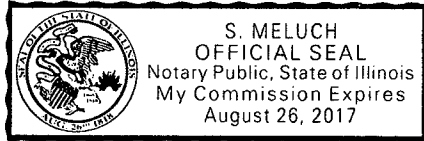
ERIC W. KAUP, being duly sworn, says that he/she is the <sup>authorized</sup> Signatory of FOTOBAR HOLDINGS, LLC, a Delaware limited liability company, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Fotobar Holdings, LLC, pursuant to due authority.

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of November, 2014.

S. Meluch  
Notary Public

My commission expires: Aug. 26, 2017

(SEAL)



**EXHIBIT A**

**PATENTS**

<b>Application or Patent No.</b>	<b>Title</b>	<b>Country</b>	<b>Application Date</b>	<b>Earliest Priority Date</b>
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App. 61/683,833	System and Method for Using SMTP For Automatically Displaying One or More Image Files on an HTML Page	US	August 16, 2012	August 16, 2012

**EXHIBIT B**  
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