

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/25/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MerchantWarehouse.com, Inc.		11/13/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MerchantWarehouse.com LLC		
Street Address:	One Federal Street		
Internal Address:	2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85640078	GENIUS	
CORRESPONDENCE DATA			
Fax Number:	6172754436		
<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:	6173454600		
Email:	jblackowicz@daypitney.com		
Correspondent Name:	Jeremy Blackowicz		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	710556.000010		
NAME OF SUBMITTER:	Jeremy Blackowicz		
SIGNATURE:	/s/ Jeremy blackowicz/		
DATE SIGNED:	12/01/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS *NUNC PRO TUNC* Trademark Assignment is made at least as early as the 25th day of June 2012, between **MerchantWarehouse.com, Inc.**, a Massachusetts corporation doing business at One Federal Street, 2nd Floor, Boston, MA 02110 (the "Assignor") and **MerchantWarehouse.com LLC**, a limited liability company organized under the laws of Delaware, doing business at One Federal Street, 2nd Floor, Boston, MA 02110 (the "Assignee").

WHEREAS, the Assignor is the owner of all registered and unregistered right, title and interest in and to the Trademarks listed in Schedule A hereto (the "Trademarks"), including the goodwill of the business symbolized thereby;

WHEREAS, the Assignee is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Trademarks will be used.

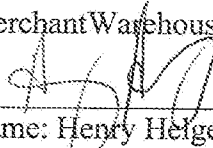
WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the Assignor hereby assigns to the Assignee, its successors and assigns, all its full right to and title in the Trademarks, including the right to sue for past infringement(s), together with the good will of the business related thereto.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first written above.

Assignor

MerchantWarehouse.com, Inc.


Name: Henry Helgeson

Title: President

Date executed: 11 / 13 / 14

SCHEDULE A

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
GENIUS Genius	United States	85/640,078		05/24/2012	