

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backup My Info!, Inc.		11/10/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	KEEPITSAFE, INC.		
Street Address:	6922 HOLLYWOOD BLVD. SUITE 500		
City:	HOLLYWOOD		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3322521	BACKUP MY INFO!	
Registration Number:	3380732	BUMI	
Registration Number:	3300918		
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	2027568000		
Email:	rkim@mwe.com		
Correspondent Name:	Richard Kim		
Address Line 1:	500 North Capitol Street, N.W.		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	85600-380		
NAME OF SUBMITTER:	Richard Y. Kim		
SIGNATURE:	/Richard Y. Kim/		
DATE SIGNED:	12/02/2014		
Total Attachments: 5			
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AMENDMENT NUMBER ONE TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NUMBER ONE TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated as of November 10, 2014, is entered into by and among KeepItSafe, Inc., a Delaware corporation ("Buyer"), Backup My Infol, Inc., a Florida corporation ("Seller"), and the owner of Seller as identified on the signature pages hereof ("Owner"). In this Amendment, Buyer, Seller, and Owner are sometimes individually called a "party" and collectively called the "parties".

WITNESSETH

WHEREAS, Buyer, Seller and Owner are parties to that certain Asset Purchase Agreement, dated as of July 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Asset Purchase Agreement") pursuant to which Buyer purchased the Assets from Seller (the "Transaction");

WHEREAS, the parties did not include certain assets on Schedule A of the Asset Purchase Agreement that were intended to be sold by Seller and purchased Buyer; and

WHEREAS, the parties desire to amend Schedule A to accurately reflect the Assets sold by Seller and purchased by Buyer pursuant to the Transaction.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Asset Purchase Agreement, as amended hereby.

2. Amendments to Asset Purchase Agreement.

(a) Schedule A of the Asset Purchase Agreement is hereby amended by replacing the words "4. Intellectual Property Assets None" with the following:

"4. Intellectual Property Assets

a. Domain Names

- i. www.bumi.com
- ii. www.backupsmyinfo.com
- iii. BUMIBACKUP.COM
- iv. BUMICLOUD.COM
- v. BUMICLOUDRECOVERY.COM
- vi. BUMICORP.COM
- vii. BUMICORPORATION.COM
- viii. BUMIDR.COM
- ix. BUMIFIED.COM
- x. BUMIFY.COM
- xi. BUMIFYMYBIZ.COM
- xii. BUMIFYYOURBIZ.COM
- xiii. BUMIGLOBAL.COM
- xiv. BUMIHO.COM
- xv. BUMIPEDIA.COM
- xvi. BUMIRECOVERY.COM
- xvii. BUMISUPPORT.COM

- xviii. BUMITEAM.COM
- xix. BUMITEAMBACKUP.COM
- xx. BUMIWORLD.COM
- xxi. BUMIWORLDWIDE.COM
- xxii. CORPORATEBUMI.COM
- xxiii. GETBUMI.COM
- xxiv. GETBUMIFIED.COM

b. Trademarks

- i. Service Mark BACKUP MY INFO!
 - a. Registration No. 3322521; Serial Number 77052879
- ii. Service Mark Bumi Logo
 - a. Registration No. 3300918; Serial Number 77052865
- iii. Service Mark BUMI
 - a. Registration No. 3380732; Serial Number 77189001

Such amendment is effective as of the Effective Date of the Asset Purchase Agreement.

(b) Notwithstanding anything to the contrary in the Asset Purchase Agreement, Seller and Owner transferred whatever rights they had, if any, in the Intellectual Property Assets and make no representation or warranty whatsoever related to the Intellectual Property Assets or their ownership of or rights thereto. The Intellectual Property Assets were sold to Buyer "as is" and Seller and Owner shall have no liability whatsoever in connection therewith.

(c) Each of Seller and Owner hereby acknowledge and agree that Buyer shall have no liability whatsoever to Seller or Owner in connection with the Intellectual Property Assets.

3. Representations and Warranties.

(a) Each of Seller and Owner hereby represents and warrants that the list of Intellectual Property Assets set forth in Section 2(a) above is a true, correct, and complete listing of all trademarks, trade names, copyrights, patents and licenses related to the Business.

(b) Each party hereby represents and warrants as follows:

i. This Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with the Amendment's terms. It has the absolute and unrestricted right, power and authority to execute and deliver this Amendment and perform its obligations under this Amendment, and such action has been duly authorized by all necessary action on its behalf. Neither the execution and delivery of this Amendment nor the consummation or performance of any of the transactions contemplated herein will, directly or indirectly (with or without notice or lapse of time): (A) contravene, conflict with, or result in a violation of any of its organizational documents; (B) contravene, conflict with, or result in a violation of any contract to which it is a party or by which it may be bound; or (C) result in the imposition or creation of any Encumbrance upon or with respect to the Asset

ii. This Amendment has been entered into without force or duress, of the free will of such party, and the decision of such party to enter into this Amendment is a fully informed decision and such party is aware of all legal and other ramifications of each such decision.

iii. It has read and understands this Amendment, has consulted with and been represented by independent legal counsel of its own choosing in negotiations for and the preparation of this Amendment, has read this Amendment in full and final form, and has been advised by its counsel of its rights and obligations hereunder.

4. Governing Law. This Amendment will be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principle.

5. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. Effect on Asset Purchase Agreement.

(a) The Asset Purchase Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not operate, except as expressly set forth herein, as a waiver of, consent to, or a modification or amendment of, any right, power, or remedy of any Party under the Asset Purchase Agreement. Except for the amendments to the Asset Purchase Agreement expressly set forth herein, the Asset Purchase Agreement shall remain unchanged and in full force and effect.

(b) Upon and after the effectiveness of this Amendment, each reference in the Asset Purchase Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Asset Purchase Agreement shall mean and be a reference to the Asset Purchase Agreement as modified and amended hereby.

7. Entire Agreement. This Amendment, and the terms and provisions hereof, constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.

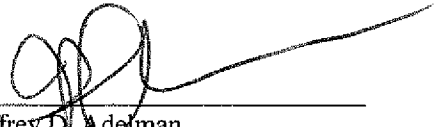
8. Ratification. Each of Buyer, Seller and Owner hereby restates, ratifies and reaffirms each and every term and condition set forth in the Asset Purchase Agreement effective as of the date hereof and as amended hereby.

9. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Amendment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

KeepItSafe, as Buyer

By: 
Name: Jeffrey D. Adelman
Title: President and Secretary

Backup My Info!, Inc., as Seller

By: _____
Name: Jennifer Walzer Berkowitz
Title: President

Jennifer Walzer Berkowitz, as Owner


Jennifer Walzer Berkowitz

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Jennifer Walzer Berkowitz, as Owner


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