

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oversee.net		11/11/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brand Certified, Inc.		
Street Address:	1285 Baring Boulevard, Suite 165		
City:	Sparks		
State/Country:	NEVADA		
Postal Code:	89434		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3869079	COMPARE.COM	
CORRESPONDENCE DATA			
Fax Number:	8044407725		
<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:	804-775-1150		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Ashley Z. Crenshaw, McGuireWoods LLP		
Address Line 1:	901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	2064172-0007		
NAME OF SUBMITTER:	Ashley Z. Crenshaw		
SIGNATURE:	/Ashley Z. Crenshaw/		
DATE SIGNED:	12/19/2014		
Total Attachments: 2			
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source=compare.com Intellectual Property Assignment Executed#page2.tif			

OP \$40.00 3869079

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of November 11, 2014 (the "Effective Date"), is by and between Overseer.net, a California corporation with offices at 550 S. Hope Street, Suite 200, Los Angeles, California 90071 ("Assignor"), and Brand Certified, Inc, a Nevada corporation with offices at 1285 Baring Blvd, Suite #165, Sparks, NV 89434, acting on behalf of and as agent for its undisclosed principal ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with the consummation of the sale and purchase transaction contemplated in the Domain Purchase Agreement between Assignor and Assignee, dated as of November 11, 2014, (the "Purchase Agreement"); and

WHEREAS, pursuant to Article 1 of the Purchase Agreement, Assignor has agreed to grant, sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and accept, on behalf of its undisclosed principal, all of Assignor's right, title and interest in and to the Domain (defined in the Purchase Agreement) and the Intellectual Property (defined in the Purchase Agreement) (the Domain and the Intellectual Property shall together be referred to as the "Purchased Assets").

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor does hereby irrevocably and unconditionally convey, transfer and assign to Assignee and its successors and assigns, to and for its or their use forever, all of the right, title, and interest of Assignor in and to the Intellectual Property, including without limitation the mark COMPARE.COM (U.S. Registration No. 3,869,079) (the "Trademark"), together with the goodwill that Assignor has developed in the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its principal, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby transfers and assigns to Assignee and Assignee's successors and assigns Assignor's entire right, title, and interest in and to the Domain, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its principal, licensees, successors, assigns, and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

3. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Purchased Assets, and to receive any and all damages awarded as a result of any such claim.

4. Assignor shall immediately cease use of the Purchased Assets and shall not adopt or conduct business under a name or domain name that is identical or confusingly similar to the Purchased Assets.

5. Assignor shall not adopt or seek to register any trademark, service mark, or domain that is identical or confusingly similar to any of the Purchased Assets in any jurisdiction worldwide. Assignor agrees that it will not object to or oppose, or seek cancellation of, nor aid or assist in the objection or opposition to or cancellation of any use, application, or registration of the Purchased Assets by Assignee or its principal or their successors, assigns, licensees, or affiliates. Assignor agrees that it will not commence or participate in any action or proceeding for trademark infringement, trademark dilution, unfair competition, unfair trade practices, passing off, cybersquatting, or similar claims relating to the Assignee's, its' principal's or their successors', assigns', licensees', or affiliates' use of the Purchased Assets.

6. The terms and provisions of this Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

7. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

Oversee.net

By

Name:

Title:

Debra Domeyer
Debra Domeyer
11/12/14 - CEO

Acknowledged by:

ASSIGNEE:

Brand Certified, Inc

By:

Name: Kelli Edwards

Title: Senior Account Representative