

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ExpertPlan, Inc.		12/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Robert M Thomas		
<b>Doing Business As:</b>	Social(k)		
<b>Street Address:</b>	250 Albany St.		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01105		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78681726	SOCIAL K	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8663646187		
<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>			
<b>Phone:</b>	7758331600		
<b>Email:</b>	Lpearson@Exemplarlaw.com		
<b>Correspondent Name:</b>	Lara Pearson		
<b>Address Line 1:</b>	4 Faneuil Hall Mktplc		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 89451		
<b>NAME OF SUBMITTER:</b>	Lara Pearson		
<b>SIGNATURE:</b>	/lara pearson/		
<b>DATE SIGNED:</b>	02/10/2015		
<b>Total Attachments: 2</b>			
source=2014-12-10 fully executed SOCIALK TM Assmt#page1.tif			
source=2014-12-10 fully executed SOCIALK TM Assmt#page2.tif			

OP \$40.00 78681726

## TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (this "Agreement") is dated as of December 10, 2014 (the "Effective Date") between ExpertPlan, Inc., a Delaware corporation with a principal place of business at (the "Seller"), and Robert Thomas (the "Purchaser").

WHEREAS, the Seller desires to sell to the Purchaser all of the Seller's right, title and interest in and to the SOCIAL(K) trademark (the "Mark") and all goodwill symbolized by the Mark in exchange for receipt of Fourteen Thousand Dollars (\$14,000.00) (the "Consideration").

NOW, THEREFORE, in exchange of the Consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Subject to the terms and conditions hereinafter set forth, upon receipt of the Consideration, the Seller shall irrevocably sell, transfer and assign to the Purchaser: (i) all of the Seller's right, title and interest in and to the Mark and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Mark, for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns, or other legal representatives. Seller agrees to give Purchaser and/or any person designed by Purchaser all reasonable assistance that may be required to perfect the rights granted herein, at Purchaser's sole cost and expense.

2. The Seller agrees to use commercially reasonable efforts to terminate and immediately and permanently discontinue all use of the Mark and any terms confusingly similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Seller.

3. Seller shall secure a release of any and all security interests previously granted to third parties in the Mark (the "Releases"). Specifically, Seller agrees to secure a release of the security interest granted to the Bank of Montreal (Recorded at USPTO Reel/Frame 5166/0372) and GCI Capital Markets, LLC (Recorded at USPTO Reel/Frame 5166/0434). Seller, at its own expense, shall record the Releases of each security interest with the USPTO. Upon receipt of evidence of satisfaction of the foregoing condition, Purchaser shall remit the Consideration to Seller.

4. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Purchaser as the assignee and owner of any and all rights in the Mark.

5. Purchaser shall defend, indemnify and hold Seller and its affiliates and their respective directors, officers, managers, shareholders, employees, representatives and agents

harmless from all losses, liabilities, claims, demands, judgments, damages, fines, payments, penalties, awards, suits, actions, attorney fees, costs and expenses (including incidental and consequential damages) that they may suffer, sustain or incur or become subject to arising out of, based upon or in connection with the Marks in any manner whatsoever.

6. All of the terms and provisions of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

7. No provision of this Agreement is intended to confer upon any person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

8. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Seller and Purchaser duly executed this Agreement as of the date first written above.

EXPERTPLAN, INC.

By:

Name:

Title:

ROBERT THOMAS

By:

Robert Thomas

Owner

State of PENNSYLVANIA

County of MONTGOMERY

On this 10 day of DECEMBER, 2014 before me appeared \_\_\_\_\_ ("Seller"), the \_\_\_\_\_ of ExpertPlan, Inc, who signed this instrument before me and acknowledged that s/he signed this instrument voluntarily as a free act and of his/her own free will in his/her capacity as representative of ExpertPlan, Inc.

Notary Public

