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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333632

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|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AirVend, Inc. | | 02/03/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | 365 Vend, LLC | | |
| Street Address: | 1743 Maplelawn Drive | | |
| City: | Troy | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48084 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MICHIGAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4492032 | AIRVEND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2485677423 | | |
| <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: | 248-567-7400 | | |
| Email: | trademarks@varnumlaw.com | | |
| Correspondent Name: | Timothy K. Kroninger | | |
| Address Line 1: | 39500 High Pointe Boulevard | | |
| Address Line 2: | Suite 350 | | |
| Address Line 4: | Novi, MICHIGAN 48375-5516 | | |
| ATTORNEY DOCKET NUMBER: | 365 AIRVEND-AIRVEND TM | | |
| NAME OF SUBMITTER: | Timothy K. Kroninger | | |
| SIGNATURE: | /Timothy K. Kroninger/ | | |
| DATE SIGNED: | 02/28/2015 | | |
| Total Attachments: 4 | | | |
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| source=365-AIRVEND Trademark Assignment Agreement_2-3-15kd#page2.tif | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of February 3, 2015, by AirVend, Inc., a Delaware corporation with offices located at 202 East Center Street, Provo, Utah 84606 ("*Assignor*"), to 365 Vend, LLC, a Michigan limited liability company with offices located at 1743 Maplelawn Drive, Troy Michigan 48084 ("*Assignee*").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark identified on Exhibit A attached hereto (the "*Trademark*"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith, by and among Assignor and Assignee (the "*Purchase Agreement*"), Assignor agreed to assign to Assignee, and Assignee agreed to receive from Assignor, all right, title, and interest in and to the Trademark.

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

1. Assignment. Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the Trademark, all trademark applications and registrations related thereto, all of the goodwill of the business of Assignor embodied in and/or symbolized by the Trademark and all other portions of Assignor's business to which the Trademark pertains, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringement or dilution of or damage or injury to the Trademark, the registrations thereof, or such associated goodwill, and all other rights arising from and/or relating to the Trademark, now or hereafter existing, in the United States and in any foreign countries. All such ownership, rights, title, and interest are to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor authorizes and requests the United States Patent and Trademark Office, and any official of any country foreign to the United States whose duty it is to issue patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns, and other legal representatives in accordance with this instrument.

2. Further Actions. Assignor further agrees that, without additional consideration, but at Assignee's expense, Assignor will take such further actions and execute and have executed promptly such further documents, instruments, and papers as are deemed necessary by Assignee to effect and record the above assignment, including any actions or documents required by the applicable registrar or other official to document the transfer herein (such as application to the United States Patent and Trademark Office for approval and recording of this Assignment) or as may be necessary to protect, secure, and vest good, valid, and marketable title to the Trademark

and any and all related rights in Assignee (including, without limitation, providing testimony in any interference, litigation, or proceeding related to title to the Trademark).

If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Successors and Assigns. This instrument shall be binding upon Assignor and its legal representatives, successors, and assigns and inure to the benefit of Assignee and its legal representatives, successors, and assigns.

4. Effect on Purchase Agreement. The purpose of this Assignment is solely to effect the conveyance of the Trademark. Nothing in this Assignment is meant to or shall be construed to affect in any way the warranties, representations, agreements, and covenants of Assignor, Assignee, or any other party to the Purchase Agreement, the conditions provided in the Purchase Agreement under which Assignor or Assignee or any other party shall be liable for breaches of any such warranties, representations, agreements, or covenants, or limitations on the liability for such breaches under the Purchase Agreement, it being the express intention and agreement of the parties that the specific rights of each party with respect to the foregoing are to be determined solely from and governed by the Purchase Agreement.

5. Entire Agreement. This Assignment and the other documents required to be delivered pursuant hereto or referenced herein constitute the entire understanding and agreement between the parties hereto with regard to the specific subject matter hereof, and neither party hereto shall be liable or bound by any representation, warranty, covenant, or agreement except as specifically set forth herein. Any previous agreement (whether written, oral, or implied) between the parties relative to the specific subject matter hereof is superseded by this Assignment.

6. Counterparts. This Assignment may be executed in separate counterparts, by original, facsimile, or electronic signature, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, effective as of the date first written above.

ASSIGNOR:

AIRVEND, INC.

By: Chad Francis
Name: Chad Francis
Title: CEO

This Assignment is hereby accepted by Assignee effective as of the date first written above.

ASSIGNEE:

365 VEND, LLC

By: Reed Bingaman
Name: Reed Bingaman
Title: Chief Financial Officer

EXHIBIT A

TRADEMARK

| Mark | Country | Status | Registration No. |
|-------------|----------------|---------------|-------------------------|
| AIRVEND | USA | Registered | 4,492,032 |