# CH \$40.00 31143

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM333927

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

### **CONVEYING PARTY DATA**

| Name             | Formerly | Execution Date | Entity Type           |
|------------------|----------|----------------|-----------------------|
| ExpertPlan, Inc. |          | 03/02/2015     | CORPORATION: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | Mr. Robert Thomas         |  |
|-----------------|---------------------------|--|
| Street Address: | 250 Albany Street         |  |
| City:           | Springfield               |  |
| State/Country:  | MASSACHUSETTS             |  |
| Postal Code:    | 01105                     |  |
| Entity Type:    | INDIVIDUAL: UNITED STATES |  |

# **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3114326 | SOCIAL K  |

### **CORRESPONDENCE DATA**

**Fax Number:** 2129096836

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.

**Phone:** 212-909-6000

Email: trademarks@debevoise.com
Correspondent Name: Brandon C. Gruner, Esq.

**Address Line 1:** 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 23542-1007          |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | Brandon C. Gruner   |
| SIGNATURE:              | /Brandon C. Gruner/ |
| DATE SIGNED:            | 03/03/2015          |

### **Total Attachments: 3**

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> TRADEMARK REEL: 005470 FRAME: 0594

### ASSIGNMENT OF U.S. TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of March 2, 2015 by ExpertPlan, Inc., a Delaware corporation having a principal place of business at 50 Millstone Road, Building 400, East Windsor, New Jersey 08520 ("Assignor") to Robert Thomas, an individual, with a principal residence at 250 Albany Street, Springfield, Massachusetts 01105 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase Agreement, dated as of December 10, 2014 (the "Agreement") providing for, among other things, the sale of all of Assignor's right, title and interest in and to the SOCIAL K trademark (as further described in Schedule I hereto, the "Assigned Mark");

WHEREAS, Assignor has adopted, used and is using the Assigned Mark set forth on Schedule I hereto and incorporated by reference herein, which is registered in the United States Patent and Trademark Office; and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Mark, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and this Assignment and render effective the consummation of the

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TRADEMARK REEL: 005470 FRAME: 0595 transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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

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EXPERTPLAN, INC

Name: Kathleen T. Connelly Title: Executive Vice President

# SCHEDULE I

# 1. Trademark Registrations

<u>Trademark</u> <u>Reg. No.</u> <u>Reg. Date</u>

SOCIAL K 3114326 07/11/2006

**RECORDED: 03/03/2015** 

TRADEMARK REEL: 005470 FRAME: 0597