

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM334360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catapultworks, LLC	FORMERLY Catapult Direct Marketing	03/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	R2i Holdings, LLC		
Street Address:	400 East Pratt Street		
Internal Address:	11th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4166454	CATAPULTWORKS	
Registration Number:	2552359	CATAPULT DIRECT MARKETING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4105455837		
Email:	bdonohue@wcsr.com		
Correspondent Name:	Bryce W. Donohue		
Address Line 1:	250 West Pratt Street		
Address Line 2:	Suite 1300		
Address Line 4:	Baltimore, MARYLAND 21201		
NAME OF SUBMITTER:	Bryce W. Donohue		
SIGNATURE:	/Bryce Donohue/		
DATE SIGNED:	03/09/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of March 3, 2015, by and between by and between CatapultWorks, LLC, a Delaware limited liability company (the “**Assignor**”), and R2i Holdings, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark, service mark and intellectual property rights, including rights of priority, and all U.S. registrations for the marks/names identified on Exhibit A attached hereto (the “**Marks**”); (ii) all copyrights, whether registered, unregistered or pending registration (the “**Copyrights**”); and (iii) the registration for the Internet domain names identified on Exhibit B attached hereto (the “**Domain Names**”, and collectively with the Marks and the Copyrights, the “**Intellectual Property**”);

WHEREAS, pursuant to the terms of that certain Contribution Agreement, dated of even date herewith, by and among Assignee, Assignor, each of Dennis Totah and Thomas Beck individually as Owners, and Thomas Beck as Owner Representative (the “**Contribution Agreement**”), Assignee desires to purchase, and Assignor desires to sell, assign and transfer the Intellectual Property, for and in consideration of the consideration contemplated by the Contribution Agreement, and Assignor and Assignee desire to confirm of record the assignment of the Intellectual Property and goodwill to Assignee; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, in consideration of the consideration paid to the Assignor pursuant to the Contribution Agreement and the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks and Copyrights, together with: (i) the goodwill symbolized by the Marks and Copyrights; and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks and Copyrights.
2. Assignor hereby transfers and conveys to the Assignee all of the rights, title and interest in the Domain Names.
3. Assignor agrees to: (i) cease all use of the Domain Names immediately after the Effective Date; (ii) not register any similar domain names; and (iii) execute a separate Agreement form, as required by GoDaddy.com or any other applicable domain name registrar, assigning the Domain Names to Assignee.
4. The Assignee hereby accepts the assignment of the Intellectual Property and goodwill.

EXECUTION COPY


5. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

CATAPULTWORKS, LLC

By:  _____

Name: Thomas Beck

Title: Chief Executive Officer

ASSIGNEE:

R2I HOLDINGS LLC

By: _____

Name: Matthew Goddard

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

CATAPULTWORKS, LLC

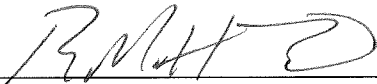
By: _____

Name: Thomas Beck

Title: Chief Executive Officer

ASSIGNEE:

R2I HOLDINGS LLC

By:  _____

Name: Robert Matthew Goddard

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

REGISTERED MARKS

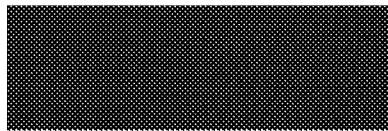
<u>Mark</u>	<u>Registration Number</u>
CATAPULTWORKS	4166454
CATAPULT DIRECT MARKETING	2552359

UNREGISTERED MARKS

catapultworks

catapult
works

catapult
works



catapult
works

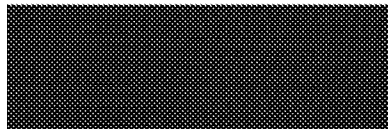


EXHIBIT B

DOMAIN NAMES

catapultworks.com
catapultdirect.com
catapultprofiling.com
catapultdata.com