

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334970

<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>
AVIARY, INC.		05/25/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DesignCrowd Pty Ltd		
<b>Street Address:</b>	Level 4, 2 Hill Street		
<b>City:</b>	SURRY HILLS		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2010		
<b>Entity Type:</b>	Ltd: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2932856	WORTH1000	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5162346160		
<b>Email:</b>	lhollander@hollanderesq.com		
<b>Correspondent Name:</b>	Liel Hollander		
<b>Address Line 1:</b>	10 Bond Street		
<b>Address Line 2:</b>	Suite 420		
<b>Address Line 4:</b>	Great Neck, NEW YORK 11021		
<b>NAME OF SUBMITTER:</b>	Liel Hollander		
<b>SIGNATURE:</b>	/lh/		
<b>DATE SIGNED:</b>	03/13/2015		
<b>Total Attachments: 3</b>			
source=Execution_Copy_DesignCrowd_-_Worth1000_-_Trademark_Assignment Signed#page1.tif			
source=Execution_Copy_DesignCrowd_-_Worth1000_-_Trademark_Assignment Signed#page2.tif			
source=Execution_Copy_DesignCrowd_-_Worth1000_-_Trademark_Assignment Signed#page3.tif			

OP \$40.00 2932856

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 25th day of May 2014, by and between Aviary, Inc. ("Assignor"), a Delaware corporation, and DesignCrowd Pty Ltd. ("Assignee").

WHEREAS, Assignor is currently the registered owner of the trademark identified in the attached Schedule A (the "Mark");

WHEREAS, Assignee has entered into an Asset Purchase & Escrow Agreement, dated as of May \_\_\_\_\_, 2014 (the "Asset Purchase Agreement"), pursuant to which Emerge Media, Inc. has sold to Assignee all right title and interest in and to certain assets owned by Emerge Media, Inc. relating to the business of hosting and operating online art / graphic design contests that exists on the current site located at the domain name www.worth1000.com (the "Business"), including, without limitation, the rights in the Mark and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor, as the registered owner of the Mark purported to have sold the rights in the Mark and the goodwill of the business symbolized thereby to Worth1000 LLC pursuant to that certain Bill of Sale and Assignment Agreement dated May 1, 2013, and Worth1000 LLC subsequently purported to have sold such rights to Emerge Media, Inc. pursuant to that certain Asset Purchase & Escrow Agreement, dated October 14, 2013; and

WHEREAS, execution and delivery of this Assignment is a condition precedent to the Closing (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

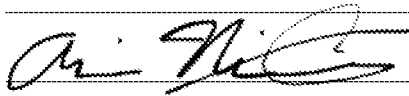
Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

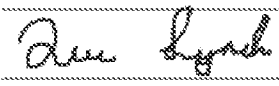
Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment may be executed in counterparts.

*[Remainder of page intentionally left blank]*

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

ASSIGNOR: AVIARY, INC.  
Name: Avi Muchnick  
Signature:   
Title: President

ASSIGNEE: DESIGNCROWD PTY LTD.  
Name: Alec Lynch  
Signature:   
Title: Director

## **SCHEDULE A**

### **Marks**

<b>Word Mark</b>	<b>WORTH1000</b>
<b>Goods and Services</b>	IC 042. US 100 101. G & S: Hosting of digital content on the Internet; graphic art design. FIRST USE: 20010801. FIRST USE IN COMMERCE: 20020101
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	78297105
<b>Filing Date</b>	September 8, 2003
<b>Published for Opposition</b>	December 21, 2004
<b>Registration Number</b>	2932856
<b>Registration Date</b>	March 15, 2005
<b>Owner</b>	(REGISTRANT) Muchnick, Abraham INDIVIDUAL UNITED STATES 144-05 68 Drive Flushing NEW YORK 11367  (LAST LISTED OWNER) AVIARY, INC. CORPORATION DELAWARE 1135 RAILROAD AVENUE HEWLETT NEW YORK 11557
<b>Type of Mark</b>	SERVICE MARK