

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOOBIX INC.		01/25/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Rafy Cabrera		
Street Address:	273 57th Street Apt 1		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11220		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85853380	CLOOBIX	
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>			
Email:	keralamanywhere@gmail.com		
Correspondent Name:	Rafy Cabrera		
Address Line 1:	273 57th Street Apt 1		
Address Line 4:	Brooklyn, NEW YORK 11220		
NAME OF SUBMITTER:	RAFY CABRERA		
SIGNATURE:	/RC/		
DATE SIGNED:	03/14/2015		
Total Attachments: 3			
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OP \$40.00 85853380

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made and effective the January 25, 2015.

BETWEEN: **Cloobix Inc.** (the "Assignor"), a corporation organized and existing under the laws of New York, with its head office located at: 4006 Ave I, #1 Brooklyn, New York 11210, United States

AND: **Rafy Cabrera** (the "Assignee"), an individual residing at 273 57th Street Apt 1 Brooklyn, NY 11220

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: the word mark "Cloobix" on USPTO Record bearing US. Serial No. 85853380, under Class 45 with following service description: "Online social networking services in the field of nightlife", hereinafter to be referred as "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$250, payable on February 4, 2015.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

- (h) the Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

4. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. AGREEMENT TO PERFORM NECESSARY ACTS

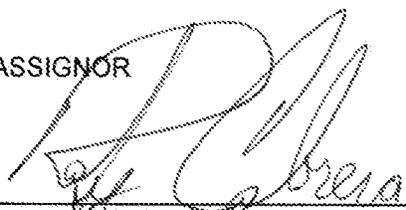
Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR



Authorized Signature

Rafy Cabrera /CEO
Print Name and Title

ASSIGNEE



Authorized Signature

Rafy Cabrera
Print Name and Title

NOTARIZATION FORM

State of New York

County of Kings

On March 7, 2015 before me, Gisel Marciano, notary, personally appeared Rafey Cabrera personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Signature


Notary

(Seal)

GISEL MARCIANO
Notary Public, State of New York
No. 6137A6098296
Qualified in Kings County
Commission Expires September 08, 20 15

