

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ModernGreetings.com, LLC		05/12/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Digital Room, Inc.		
Street Address:	8000 Haskell Avenue		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91406		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4262693	MODERN GREETINGS	
Registration Number:	4258365	MODERN GREETINGS	
Registration Number:	4258364	MODERNGREETINGS.COM	
Registration Number:	4258363	MODERN GREETINGS	
Registration Number:	4258362	MODERN GREETINGS	
Registration Number:	4258361	MODERNGREETINGS.COM	
Registration Number:	4309615	MODERN GREETINGS	
Registration Number:	4258359	MODERN GREETINGS	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	achen@lkpgl.com		
Correspondent Name:	Andrew Chen		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		

OP \$215.00 4262693

SIGNATURE:	/Andrew B. Chen/
DATE SIGNED:	05/13/2015
Total Attachments: 7 source=Ex. H - MGCL IP Assignment Agreement (Executed)#page1.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page2.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page3.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page4.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page5.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page6.tif source=Ex. H - MGCL IP Assignment Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is made and entered into as of May 12, 2015, by and between ModernGreetings.com, LLC, a Texas limited liability company ("Assignor"), and Digital Room, Inc., a California corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the MGCL Trademarks (as defined herein);

WHEREAS, the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

WHEREAS, each of Assignor and Assignee have agreed to deliver this Assignment Agreement to the other Party.

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Assignment. For consideration in the amount of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, irrevocably and exclusively throughout the world, all of Assignor's right, title and interest (whether or not now existing) in and to (i) all of the intellectual property included in the trademarks set forth on Exhibit A (the "MGCL Trademarks"), together with any and all goodwill in connection therewith, (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all causes of action, enforcement rights and remedies, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Section 2. Ownership of MGCL Trademarks. Assignor represents and warrants that it is the sole owner of and possesses all right, title, and interest in and to the MGCL Trademarks, free and clear of any liens or encumbrances of any kind. Except for the express representation and warranty of MGCL contained in the previous sentence (a) Assignor makes no representations or warranties with respect to the MGCL Trademarks, and (b) Assignee acknowledges and agrees (i) that it has not relied upon the accuracy or completeness of any express or implied representation, warranty, statement, or information of any nature made or provided by or on behalf of Assignor,

except for the representations and warranties of Assignor expressly set forth in this Section 2, and (ii) that Assignor will have no liability to Assignee with respect to the foregoing.

Section 3. Cooperation. Assignor agrees to execute all documents of transfer and assignment, including documents to be filed with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably required to perfect in Assignee the right, title and other interest in and to the MGCL Trademarks, expressly granted to Assignee under this Assignment Agreement. If Assignee is unable for any reason, after reasonable efforts, to secure the signature of Assignor's authorized representative(s) on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on Assignor's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

Section 4. Specific Performance. The Parties hereto agree that irreparable damage may occur to Assignee in the event any provision of this Assignment Agreement is not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to specific performance of the terms hereof in addition to any other remedy at law, without the requirement to post any bond.

Section 5. Succession and Assignment. This Assignment Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Assignment Agreement.

Section 6. Governing Law. All matters relating to or arising out of the interpretation, construction, validity and enforcement of this Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Section 7. Headings; Construction. The descriptive headings contained in this Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the Parties hereto and shall not in any way affect the meaning or interpretation of this Assignment Agreement. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment Agreement.

Section 8. Counterparts and Signature. This Assignment Agreement may be executed in multiple counterparts (including by means of the electronic transmission of signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument, and which shall become effective

when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

Section 9. Entire Agreement; Waiver and Modification; Severability. This Assignment Agreement may not be waived, modified or amended unless mutually agreed upon in writing by all of the Parties. In the event any provision of this Assignment Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Assignment Agreement. This Assignment Agreement and the Exhibits attached hereto constitute the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter.

(Signature page follows)

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

ASSIGNOR:

MODERNGREETINGS.COM, LLC

By: 
Name:
Title:

ASSIGNEE:

DIGITAL ROOM, INC.

By: _____
Name: Adam Berger
Title: Chief Executive Officer

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

ASSIGNOR:

MODERNGREETINGS.COM, LLC

By: _____

Name:

Title:

ASSIGNEE:


DIGITAL ROOM, INC.

By:  _____

Name: Adam Berger

Title: Chief Executive Officer

Exhibit A
Trademarks

	Mark	Jurisdiction	Serial/Registration No.	Owner of Record	Status
1.	MODERN GREETINGS	US	85/977,912 / 4,262,693	ModernGreetings.com, LLC	03/28/2011 – Filed 12/18/2012 – Registered 12/18/2018 – Section 8 & 15 Due 12/18/2022 – Renewal Due
2.	MODERN GREETINGS	US	85/278,585 / 4,258,365	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
3.	MODERNGREETINGS.COM	US	85/278,582 / 4,258,364	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
4.		US	85/278,579 / 4,258,363	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due

Mark	Jurisdiction	Serial/Registration No.	Owner of Record	Status
5. MODERN GREETINGS	US	85/278,576 / 4,258,362	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
6. MODERNGREETINGS.COM	US	85/278,574 / 4,258,361	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
7. 	US	85/278,566 / 4,309,615	ModernGreetings.com, LLC	03/28/2011 – Filed 03/26/2013 – Registered 03/26/2019 – Section 8 & 15 Due 3/26/2023 – Renewal Due
8. MODERN GREETINGS	US	85/278,560 / 4,258,359	ModernGreetings.com, LLC	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due