

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341849

<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>
Brand.com, Inc.		03/16/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rome and Associates, A.P.C.		
<b>Street Address:</b>	2029 Century Park East, Suite 1040		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85970323	BRAND.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102820691		
<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>	3102820690		
<b>Email:</b>	erome@romeandassociates.com		
<b>Correspondent Name:</b>	Eugene Rome		
<b>Address Line 1:</b>	2029 Century Park East, Suite 1040		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Maria Arakelian		
<b>SIGNATURE:</b>	/s/Maria Arakelian		
<b>DATE SIGNED:</b>	05/19/2015		
<b>Total Attachments: 6</b>			
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OP \$40.00 85970323

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of May 14, 2015 between the following two parties.

The Assignor: Brand.com, Inc., a Delaware Corporation  
Legal Address: 30 West St., Apt. 20 A  
New York, NY 10004  
The Assignee: Rome and Associates, A.P.C., a California Corporation  
Legal Address: 2029 Century Park East, Ste. 1040  
Los Angeles, CA 90067

WHEREAS, the Assignor, a corporation registered in Delaware, owns the trademark to the term "Brand.com," serial number 85970323 (the "Trademark").

WHEREAS, the Assignee is a corporation registered in California;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

### 1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademark into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademark. The Assignee shall undertake all of the Assignor's obligations and liabilities in exchange for the transfer in connection with the Trademark.

### 2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignor and the Assignor shall bear the registration fees incurred hereby.

### 3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 The Assignor is a corporation duly registered and validly existing under the laws of Delaware.

3.1.2 The Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark.

3.1.3 The Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.4 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 The Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a corporation registered under the laws of California.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

#### 4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

#### 5. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of California.

#### 6. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

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**7. Severability**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

IN WITNESS THEREOF the parties hereto have cause this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

The Assignor: Brand.com, Inc.

By:



Rich Gorman, Managing Member

The Assignee: Rome and Associates, A.P.C.

By:



Eugene Rome, Owner

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