

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeGrouped LLC		05/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Treadstone Group, Inc.		
Street Address:	2173 Smith Harbour Drive		
City:	Denver		
State/Country:	NORTH CAROLINA		
Postal Code:	28037		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4069762	BEGROUPED	
CORRESPONDENCE DATA			
Fax Number:	2127986358		
<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:	212 326 0809		
Email:	mhuq@pryorcashman.com, jalbrink@pryorcashman.com		
Correspondent Name:	Muzamil A. Huq		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Muzamil A. Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	06/02/2015		
Total Attachments: 2			
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OP \$40.00 4069762

ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of May 18, 2015 by and between BeGrouped LLC, a Delaware limited liability company with an address at P.O. Box 931477, Los Angeles, CA 90093 ("Assignor"), on the one hand, and The Treadstone Group, Inc., a North Carolina corporation with an address at 2173 Smith Harbour Drive, Denver, NC 28037 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of U.S. Registration No. 4,069,762 for the trademark BEGROUPED (the "Mark");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Mark, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Mark, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Mark to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Mark as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

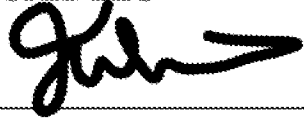
Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

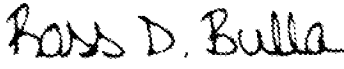
ASSIGNOR:

BEGROUPED LLC

By: 
Name: Jeffrey Wolterman
Title:

ASSIGNEE:

THE TREADSTONE GROUP, INC.

By: 
Name: Ross D. Bulla
Title: President