

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TangentVector, Inc.		06/25/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Accelerator Media Partners, Inc.		
Street Address:	32 West 32nd Street, Unit 19		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85696518	/DRIVE	
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>			
Phone:	212-997-4500		
Email:	jruta@lawnynj.com		
Correspondent Name:	Joseph A Ruta		
Address Line 1:	370 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Joseph A. Ruta		
SIGNATURE:	/Joseph A. Ruta/		
DATE SIGNED:	06/26/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

TangentVector, Inc. corporation organized and existing under the laws of the State of Delaware, located at 240 Sullivan Street, Unit 19, New York, New York 10012 (the "Assignor") of the one part; AND

Accelerator Media Partners, Inc. a corporation organized and existing under the laws of the State of Delaware, located at 32 West 32nd Street, Suite 605, New York, New York 10001 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark applications (the "Trademark") in the United States of America, Canada and the Office For Harmonization In The Internal Market ("OHIM") (the "Territory") of which the particulars are set forth as follows in their respective order:

<u>Trademark</u>	<u>Class</u>	<u>Application No.</u>
/Drive	16, 25, 35, 41, 42	85-696,518
/Drive	25, 35	011222353
/Drive	25, 35, 41	1595370

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark Registrations/Applications in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause to the Assignor's best knowledge any infringement of intellectual property rights of any third party in the Territory. The Assignor's application of the Trademark in Canada is still pending approval. The Examiner in Canada objected to the registration of the Trademark on the basis that the mark when sounded, is considered to be clearly descriptive of the characteristics of the services. Canadian counsel is in the process of filing under Section

14 of the Canadian Trade-marks Act, that /Drive trademark is “not without distinctive character.”

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor’s best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark, other than mentioned above. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of New York.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 25th day June of 2015, year.

For and on behalf of the Assignor

Signature: 

By: Christian Schnedler
Title: Chief Operating Officer

For and on behalf of the Assignee

Signature: 

By: John-Francis Musial
Title: Authorized Officer