

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Information Strategies LLC		06/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marca Global, LLC		
Street Address:	100 Fillmore Street, 5th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4417739	INTERNETREPUTATION.COM	
CORRESPONDENCE DATA			
Fax Number:	3032972750		
<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:	303-297-2600		
Email:	rbliss@rwolaw.com		
Correspondent Name:	Robert Bliss		
Address Line 1:	1099 18th Street, Suite 2600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	10524.001		
NAME OF SUBMITTER:	Robert B. Bliss		
SIGNATURE:	/Robert B. Bliss/		
DATE SIGNED:	07/10/2015		
Total Attachments: 5			
source=IP Assignment#page1.tif			
source=IP Assignment#page2.tif			
source=IP Assignment#page3.tif			
source=IP Assignment#page4.tif			

OP \$40.00 4417739

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (“**Assignment**”) is made effective as of the 26th day of June, 2015 (the “**Effective Date**”), between **UNITED INFORMATION STRATEGIES LLC**, a Delaware limited liability company (“**Assignor**”); and **MARCA GLOBAL, LLC**, a Colorado limited liability company (“**Assignee**”). Capitalized terms used herein but not defined otherwise will have the meaning ascribed to such terms in that certain Equity Purchase Agreement by and among Brownsters LLC, a Delaware limited liability company, Assignee, Agnitio, LLC a Colorado limited liability company, Logan Chierotti, Ryan Russo, and Logan Chierotti, as agent and representative of the Seller Parties dated as of June 26, 2015 (the “**Purchase Agreement**”).

RECITALS

A. Assignee, Purchaser and other Seller Parties are parties to the Purchase Agreement, pursuant to which the Sellers agreed to sell Equity Interests in the Assignee entity and another Target Company to the Purchaser (the “**Transaction**”);

B. To induce Purchaser to consummate the Transaction, and as an express condition thereto, Purchaser has required the execution and delivery of this Assignment by Assignor; and,

C. Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assignor Intellectual Property (as defined below).

AGREEMENT

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, with the intent of being legally bound, agree as follows:

1. Definitions. As used in this Assignment, the following terms will have the meanings specified below:

“**Assignor IP**” means all Intellectual Property owned, held or used by the Assignor including, but not limited to, the Trademark listed on Schedule A attached hereto (“**Assigned Trademarks**”).

“**Intellectual Property**” means intellectual property rights, including without limitation: (a) all patents, inventions, trade secrets, utility, models and industrial design registrations and applications (including without limitation any continuations, divisional, continuations-in-part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (b) all trademarks, service marks, trade names, slogans, logos, trade dress, Internet domain names, web sites and similar designations of source or origin, in each case together with all goodwill, registrations and applications for registration related to any of the foregoing (collectively “**Trademarks**”); (c) copyrights and copyrightable subject matter (including without limitation any registrations and applications for any of the foregoing); (d) master work rights and trade

secrets and other confidential information, know-how, proprietary processes, formula, algorithms, models and methodologies; (e) database rights; and (f) all computer programs (including any and all software implementation of algorithms, models and methodologies whether in source code or object code), databases and computations (including any and all data and collections of data), documentation (including user manuals and training materials) relating to any of the foregoing and the content and information contained in any web sites.

2. Assignment. Assignor hereby irrevocably assigns, conveys, transfers, delivers and relinquishes to Assignee all of Assignor's right, title and interest in and to any and all Assignor IP in perpetuity, including, the items listed on Schedule A (collectively, the "**Assigned Intellectual Property**") including, without limitation, the right to claim priority rights from any of the foregoing. Without limiting the foregoing, Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Assignee's sole and absolute discretion.

3. Waiver of Moral Rights. Assignor hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

4. Further Assurances. Assignor will, at its own cost and expense, promptly execute and deliver to Assignee any documents necessary to complete the timely transfer of the Assigned Intellectual Property to Assignee. In addition, the Assignor will, at Assignee's cost and expense, testify in any legal proceedings, sign all lawful papers, make all assignments and rightful oaths, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees to obtain and enforce protection for the Assigned Intellectual Property as requested by Assignee, its successors, assigns, and nominees from time to time. Without limiting any of the foregoing, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact to act for and on its behalf and instead of the Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and registration of Trademarks, or other rights in connection with such Assigned Intellectual Property with the same legal force and effect as if executed by the Assignor.

5. Cessation of Use. Assignee hereby acknowledges that upon its execution of this Assignment, Assignee will have received and be entitled to all of Assignor's right, title and interest in and to the Assigned Intellectual Property. Commencing on the Effective Date, Assignor will (and will cause all Affiliates, except for Assignee to the extent it is affiliated with Assignor, to) immediately cease all use, and will forever refrain from using, the Assigned

Intellectual Property (including, without limitation, any Trademarks together with all Trademarks that are confusingly similar to the Assigned Trademarks).

6. Binding Agreement. This Assignment shall be binding upon and operate to the benefit of the heirs, successors, affiliates, associates, assigns and related parties of the parties to this Assignment.

7. Counterparts. This Assignment may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same Assignment. This Assignment, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

8. Amendment; Entire Agreement. No provision of this Assignment may be amended or modified except by a written instrument signed by the parties hereto. This Assignment contains the entire agreement between the parties relating to its subject matter; and all prior proposals, discussions or writings are superseded. The terms of this Assignment will be binding upon and will inure to the benefit of the parties and their successors and assigns.

9. Governing Law. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal Laws of the State of Colorado applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by the authorized representatives as of the date first above written.

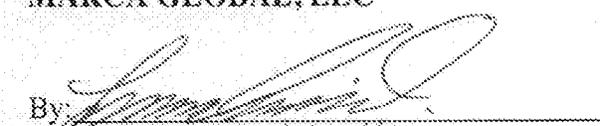
ASSIGNOR:

ASSIGNEE:

UNITED INFORMATION STRATEGIES
LLC

MARCA GLOBAL, LLC

By: 

By: 

Name: Logan Chierotti

Name: Logan Chierotti

Title: Manager

Title: Manager

SCHEDULE A TO INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

Trademark

Mark	Country	Class & Services	Application No	Registration No	Owner
 InternetReputation.com	USA	Class 35: Business reputation management and improvement services	85848999	4417739	United Information Strategies LLC