

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352562

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Plum Benefits, LLC | | 04/01/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TicketsAtWork - Plum Benefits, LLC | | |
| Doing Business As: | | | |
| Street Address: | 19495 Biscayne Blvd., Suite 300 | | |
| City: | Aventura | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33180 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3684476 | PLUMBENEFITS | |
| Registration Number: | 3684474 | PLUM BENEFITS | |
| Registration Number: | 3337472 | PLUMBENEFITS | |
| Registration Number: | 3337473 | PLUM BENEFITS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3059075034 | | |
| <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: | 3059075076 | | |
| Email: | jkritzer@entertainmentbenefits.com | | |
| Correspondent Name: | Joshua Kritzer | | |
| Address Line 1: | 19495 Biscayne Blvd., Suite 300 | | |
| Address Line 4: | Aventura, FLORIDA 33180 | | |
| NAME OF SUBMITTER: | Joshua S. Kritzer | | |
| SIGNATURE: | /Joshua S. Kritzer/ | | |
| DATE SIGNED: | 08/25/2015 | | |
| Total Attachments: 7 | | | |
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ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "Agreement") is dated as of the 31st day of March, 2014, between TICKETSATWORK – PLUM BENEFITS, LLC (the "Transferee"), a limited liability company constituted under the laws of Delaware, PLUM BENEFITS, LLC (the "Transferor"), a limited liability company constituted under the laws of Delaware.

RECITALS

WHEREAS the Transferor owns and operates a business under the name "Plum Benefits" which engages in the marketing and sale of tickets for events and other venues to employees through the human resources departments and sponsored employee intranets of corporations and other employers;

WHEREAS, the Transferor and Entertainment Benefits Group, LLC, a Delaware limited liability company ("EBG") have formed the Transferee as a joint venture between the Transferor and EBG to combine and jointly operate the "Plum Benefits" business of the Transferor with the "TicketsatWork" business of EBG;

WHEREAS, concurrently with the execution and delivery of this Agreement (i) the Transferee has entered into a limited liability company agreement dated as of the date hereof with the Transferor and EBG providing for the operation, finances and governance of the Transferee, as the same may be amended or supplemented, together with all exhibits and schedules, if any, attached thereto (the "Limited Liability Company Agreement"), and (ii) the Transferee is entering into an asset transfer agreement with EBG pursuant to which EBG is, among other things, contributing its "TicketsatWork" business and related assets to the Transferee (the "EBG Asset Transfer Agreement");

WHEREAS, in connection with the formation of the Transferee, the Transferor wishes to sell, assign and transfer to the Transferee, and the Transferee wishes to acquire from the Transferor, the Transferred Assets (as defined below), subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement. In addition, for purposes of this Agreement, the following terms, when used in this Agreement, shall have the meanings assigned to them in this Section 1.1.

"**Action**" means any action, audit, cause of action, claim, lawsuit, complaint, investigation, suit (whether in contract or tort or otherwise), litigation, controversy, assessment, arbitration, opposition, interference, hearing, charge, inquiry, review, appeals, demand or other proceeding, whether civil, criminal or administrative, at Law or in equity, to, from, by or before any Governmental Entity.

"**Affiliate**" means, with respect to a Person, a Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

"**Agreement**" means this Asset Transfer Agreement, as the same may be amended or supplemented, together with all exhibits, if any, and schedules attached to this Agreement.

"Lease" shall have the meaning set forth in Section 3.13.

"Liability" means, with respect to any Person, any liability or obligation of such Person whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due and whether or not required under GAAP to be accrued on the financial statements of such Person.

"Limited Liability Company Agreement" shall have the meaning set forth in the recitals to this Agreement.

"Losses" shall have the meaning set forth in Section 6.2.

"Material Adverse Effect" means any event, change, circumstance, effect or state of facts that, when considered individually or in the aggregate, is, or is reasonably likely to be, materially adverse to (a) the business, financial condition or results of operations of the Business, taken as a whole, or (b) the ability of the Transferor to perform its respective obligations under this Agreement or to consummate the transactions contemplated hereby.

"Material Contracts" shall have the meaning set forth in Section 3.11(a).

"Notice Period" shall have the meaning set forth in Section 6.4(a).

"Ordinary Course of Business" means an action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices of such Person (including past practice with respect to quantity, amount, magnitude and frequency, standard employment and payroll policies and past practice with respect to management of working capital) which is taken in the ordinary course of the normal day-to-day operations of such Person.

"PB Services Agreement" means that certain Services Agreement to be entered into by and between the Transferor and the Transferee at the Closing hereunder, pursuant to which, among other things, the Transferor will provide to the Transferee certain services relating to the Transferee's business from and after the Closing.

"Permits" shall have the meaning set forth in Section 3.9.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, an unlimited liability company, a trust or any other entity or organization, including a Governmental Entity.

"Properties" of any Person means all properties, assets, claims, rights (including without limitation rights under Contracts) and entitlements of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, owned, operated, leased or licensed by such Person, including without limitation, cash, cash equivalents, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

"Representatives" means the directors, officers, employees, consultants, agents and advisors of the parties to which such term refers.

"**Second Party**" shall have the meaning set forth in Section 7.2(a).

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Services Agreements**" shall mean the EBG Services Agreement and the PB Services Agreement, collectively.

"**Software**" means all computer programs, application software, systems software, databases, compilations and all documentation related thereto.

"**Tax**" means any federal, state, county, local or foreign income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance or withholding tax, or other tax, duty, fee, assessment or charge imposed by any Taxing Authority.

"**Tax Authority**" means the IRS and any other Governmental Entity which has a principal purpose of administering the imposition of Taxes.

"**Tax Return**" means any return, report, declaration, information return or other document required to be filed with any Tax Authority with respect to Taxes, including any amendments thereof.

"**Third Party Claim**" shall have the meaning set forth in Section 6.4(a).

"**Trademarks**" means all trademarks, service marks, trade names, trade dress, business names and logos, together with the goodwill associated with any of the foregoing, including all registrations and applications for registration and all common law rights with respect thereto.

"**Trade Secrets**" means all formulae, algorithms, processes, programs, devices, know-how or compilations of information and other proprietary information or technology that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from their disclosure or use; and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

"**Transaction Documents**" means collectively, this Agreement, the EBG Asset Transfer Agreement and the Limited Liability Company Agreement (including any and all exhibits, schedules and attachments to any such documents and any other documents executed in connection therewith).

"**Transferee**" shall have the meaning set forth in the first paragraph of this Agreement.

"**Transferee Indemnified Parties**" shall have the meaning set forth in Section 6.2.

"**Transferor**" shall have the meaning set forth in the recitals of this Agreement.

"**Transferor Intellectual Property**" shall have the meaning set forth in Section 3.14(a).

"**Transferor Indemnified Parties**" shall have the meaning set forth in Section 6.3.

"**Transferor Software**" shall have the meaning set forth in Section 3.14(a).

"**Transferor Transaction Expenses**" means all Liabilities in respect of the fees and expenses (including legal, accounting, advisory and other fees and expenses) of the Transferor and its Affiliates incurred in connection with the negotiation and the consummation of the transactions

contemplated hereby incurred prior to or as of the date hereof.

"**Transferred Assets**" means all of the Transferor's Properties of any kind and description, tangible and/or intangible, real and/or personal, including without limitation the Business, the Transferor's Intellectual Property, including the Domain Name www.plumbenefits.com, the Transferor's corporate customer lists, customer relationships, user databases, rights, title and interest in the Plum Benefits supplier/customer agreements, all Transferred Contracts (subject to the provisions of Section 2.4 hereof), and all assets reflected in the Financial Information or acquired by the Transferor after the Financial Information Date, except for (A) such assets and/or properties which have been sold or otherwise disposed of since the Financial Information Date in the Ordinary Course of Business and (B) Excluded Assets.

"**Transferred Contracts**" shall have the meaning set forth in Section 3.12(b).

"**Units**" means a limited liability company interest in the Transferee representing a fractional part of the limited liability company interests in the Transferee to which are attached the rights, powers and duties attributed to Units as prescribed pursuant to the terms of the Limited Liability Company Agreement.

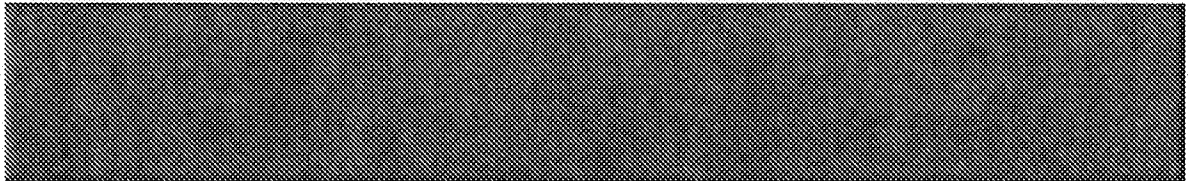
ARTICLE II

TRANSFER OF TRANSFERRED ASSETS

2.1 Transfer of Transferred Assets.

The Transferor hereby sells, assigns and transfers to the Transferee, and the Transferee hereby purchases, acquires and accepts from the Transferor, effective as of the Closing, all of the Transferred Assets, the whole in accordance with the terms and conditions hereof, such transfer to become effective at 12:01 am on April 1, 2014.

2.2 Purchase Price; Payment.



2.3 No Assumption of Liabilities.

- (a) Except as expressly set forth in Section 2.3(b) hereof, the Transferee shall not assume, guarantee, endorse, agree to indemnify or otherwise become liable or contingently liable with respect to the obligations, indebtedness or Liabilities of any nature (whether accrued, absolute, contingent or otherwise) of the Transferor.
- (b) The Transferee hereby assumes and agrees to directly pay and be responsible for only the following Liabilities: (i) all accounts payable and accrued expenses arising from the operation of the Transferred Assets, in each case arising on and after the Closing Date; and (ii) all performance obligations of the Transferor under the Transferred Contracts included in the Transferred Assets arising and accruing from the period commencing on and after the Closing Date.

2.4 Limit on Assignment of Contracts.

This Agreement shall not constitute assignment, or an agreement to assign, any Contract to the extent that an assignment of such Contract, or an agreement to assign such Contract, would

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

TICKETSATWORK – PLUM BENEFITS, LLC

By: 

Name: Brett D. Reizen
Title: President

PLUM BENEFITS, LLC

By: _____

Name: Elliot Greene
Title: Vice President

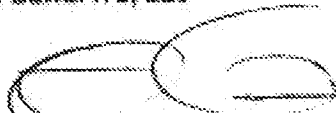
[Signature Page to PE Asset Transfer Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

TICKETSATWORK – PLUM BENEFITS, LLC

By: _____
Name: Brett D. Reizen
Title: President

PLUM BENEFITS, LLC

By:  _____
Name: Elliot Greene
Title: Vice President

[Signature Page to PE Asset Transfer Agreement]

SCHEDULE C
INTELLECTUAL PROPERTY

Trademarks

| Registration Dates | Serial No. | Registration No. | Description of Mark |
|---------------------------|-------------------|-------------------------|---|
| Nov. 13, 2007 | 78978968 | 3337473 | Standard character mark for "Plum Benefits" |
| Sept. 15, 2009 | 78612018 | 3684474 | Standard character mark for "Plum Benefits" |
| Nov. 13, 2007 | 78978967 | 3337472 | Design plus words - The design consists of the words "Plum Benefits" in a stylized font with a partial circle formed by lines emanating from around the top left portion of the letter "P". |
| Sept. 15, 2009 | 78620366 | 3684476 | Design plus words - The design consists of the words "Plum Benefits" in a stylized font with a partial circle formed by lines emanating from around the top left portion of the letter "P". |

Domains

1. "plumbenefits.com"