

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smarty Ants, Inc.		07/30/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Achieve3000, Inc.		
Street Address:	1985 Cedar Bridge Avenue		
City:	Lakewood		
State/Country:	NEW JERSEY		
Postal Code:	08701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4016354	SMARTY ANTS	
Registration Number:	4225988	SMARTY ANTS	
Registration Number:	4225987	SMARTY ANTS	
Registration Number:	3958227	SMARTY ANTS	
Registration Number:	3958226	SMARTY ANTS	
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:	732-935-7100		
Email:	mcurcio@mtiplaw.com		
Correspondent Name:	Gwynne B. Sugg/Moser Taboada		
Address Line 1:	1030 Broad Street - Suite 203		
Address Line 4:	Shrewsbury, NEW JERSEY 07702		
ATTORNEY DOCKET NUMBER:	ACHV035		
NAME OF SUBMITTER:	Gwynne B. Sugg		
SIGNATURE:	/Gwynne B. Sugg/		
DATE SIGNED:	08/26/2015		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 30, 2015 (the "Effective Date") by and between Smarty Ants, Inc., a Delaware corporation ("Assignor"), and Achieve3000, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated July 30, 2015, between Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, (i) all of Assignor's right, title, and interest in, to and all of Assignor's trademark registrations and trademark applications, including but not limited to those registrations and applications listed on Schedule A hereto, (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the "Assigned Trademarks"), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby authorizes and requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

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4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Smarty Ants, Inc.

By: *Michael C Wood*

Name: Michael C. Wood

Title: Chief Executive Officer

Address: 4040 Civic Center Drive, Ste 225

San Rafael, CA 94903

Acknowledged and Accepted:

ASSIGNEE:

By: _____

Name: _____

Title: _____

Address: _____

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 005609 FRAME: 0562

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

SMARTY ANTS, INC.

By: _____

Name: Michael Wood

Title: Chief Executive Officer

Address: _____

Acknowledged and Accepted:

ASSIGNEE:

ACHIEVE3000, INC.

By: Saki Dodson

Name: Saki Dodelson

Title: Chief Executive Officer

Address: 1985 Cedar Bridge Ave

Lakewood NJ 08701

[Signature Page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

Title/Mark	Case Status	Country	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Date
SMARTY ANTS	Registered	Canada	1,462,898	12/15/2009	TMA835,931	11/7/2012	11/7/2027
SMARTY ANTS	Registered	China	7914670	12/15/2009	7914670	4/7/2011	4/6/2021
SMARTY ANTS (refile)	Registered	China	8138897	3/22/2010	8138897	4/14/2011	4/13/2021
SMARTY ANTS (Refile)	Registered	China	8138896	3/22/2010	8138896	6/14/2011	6/13/2021
SMARTY ANTS	Registered	European Community	8757262	12/15/2009	8757262	6/11/2010	12/31/2019
SMARTY ANTS	Registered	India	2119043	3/21/2011	2119043	1/29/2013	3/21/2021
SMARTY ANTS	Registered	India	2119044	3/21/2011	2119044	1/29/2013	3/21/2021
SMARTY ANTS	Registered	India	2119045	3/21/2011	2119045	1/29/2013	3/21/2021
SMARTY ANTS	Published	Indonesia	D00 2011 031625	8/8/2011			
SMARTY ANTS	Registered	Indonesia	D00 2011 031626	8/8/2011	IDM000385487	3/20/2013	8/8/2021
SMARTY ANTS	Published	Indonesia	D00 2011 031627	8/8/2011			
SMARTY ANTS	Published	Indonesia	J00 2011 031628	8/8/2011			
SMARTY ANTS	Registered	Japan	2009-94546	12/14/2009	5350310	9/3/2010	9/3/2020
SMARTY ANTS	Registered	Republic of Korea	45-2009-0004669	12/15/2009	45-0036903	11/9/2011	11/9/2021
SMARTYANTS	Registered	Republic of Korea	40-2011-0006179	2/7/2011	40-0937729	10/16/2012	10/16/2022
SMARTYANTS	Registered	Republic of Korea	41-2011-0016365	6/8/2011	41-2011-0016365	7/13/2012	7/13/2022
MIGHTY ANTS	Abandoned	United States of America	77/560,344	9/2/2008			

Title/Mark	Case Status	Country	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Date
MIGHTY ANTS	Abandoned	United States of America	77/560,332	9/2/2008			
SMARTY ANTS	Registered	United States of America	77/560,325	9/2/2008	3,958,227	5/10/2011	5/10/2021
SMARTY ANTS	Registered	United States of America	77/560,314	9/2/2008	3,958,226	5/10/2011	5/10/2021
SMARTYANTS and Design	Abandoned	United States of America	77/759,875	6/15/2009			
SMARTYANTS and Design	Abandoned	United States of America	77/759,866	6/15/2009			
SMARTYANTS and Design	Abandoned	United States of America	77/759,857	6/15/2009			
SMARTYANTS and Design	Abandoned	United States of America	77/759,850	6/15/2009	8		
SMARTYANTS and Design	Abandoned	United States of America	77/759,833	6/15/2009			
SMARTY ANTS	Registered	United States of America	77/759,819	6/15/2009	4,016,354	8/23/2011	8/23/2021
SMARTY ANTS	Registered	United States of America	77/759,815	6/15/2009	4,225,988	10/16/2012	10/16/2022
SMARTY ANTS	Registered	United States of America	77/759,811	6/15/2009	4,225,987	10/16/2012	10/16/2022