

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplexity, LLC		05/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BIZX, LLC		
Street Address:	P.O. Box 2452		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3356149	WIREFLY	
Registration Number:	2768131	WIREFLY	
Serial Number:	77623950	WIREFLY CONNECT	
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:	858-454-5900		
Email:	lcondon@bizx.info		
Correspondent Name:	BIZX, LLC		
Address Line 1:	P.O. Box 2452		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Roger Abbott		
SIGNATURE:	/Roger Abbott/		
DATE SIGNED:	09/10/2015		
Total Attachments: 6			
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BILL OF SALE

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain AGREEMENT REGARDING TRANSFER OF DOMAIN NAME & INTELLECTUAL PROPERTY, dated as of May 2nd, 2014 (the "Purchase Agreement"), to which Simplexity, LLC, a Delaware limited liability company (the "Seller"), and Bizx, LLC, a California limited liability company (the "Buyer"), are parties, the Seller hereby sell, transfer, assign, convey, grant and deliver to and vest in the Buyer, its successors and assigns forever, effective as of the closing date (the "Closing Date"), all of the Seller right, title and interest in and to all of the Assets (as defined in the Purchase Agreement) (collectively, the "Transferred Items").
2. Further Actions. The Seller covenants and agrees, at the request of the Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as the Buyer reasonably requires to effectively transfer and assign to and vest in the Buyer each of the Transferred Items, all at the sole cost and expense of the Buyer.
3. Limited Power of Attorney. Without limiting Section 2 hereof, the Seller hereby constitutes and appoints the Buyer, its successors and assigns, the true and lawful agent and attorney in fact of the Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Seller but on behalf and for the benefit of the Buyer, its successors and assigns, from time to time:
 - (a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;
 - (b) to institute and prosecute, in the name of the Seller or otherwise, any and all proceedings at law, in equity or otherwise, necessary to collect or reduce to possession any of the Transferred Items and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
 - (c) to do all things legally permissible to be required to recover and collect the Transferred Items and to use the Seller's names in such manner as necessary for the collection and recovery of the same.

The Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

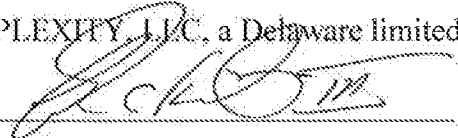
5. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Bill of Sale shall be governed by, and construed in accordance with the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the State of Delaware.

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IN WITNESS WHEREOF, the Seller has executed this Bill of Sale as of May 2nd 2014, 2014.

SIMPLEXITY, LLC, a Delaware limited liability company

By: 

Its: CEO

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of the 5th day of March, 2014, by Simplexity, LLC, a Delaware limited liability company ("Assignor"), to Bizx, LLC, a California limited liability company ("Assignee").

RECITAL

Assignee and Assignor are parties to that certain AGREEMENT REGARDING TRANSFER OF DOMAIN NAME & INTELLECTUAL PROPERTY, dated as of March 2nd, 2014 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including, without limitation, certain trademarks owned by Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks and trademark applications which constitute Assets, including without limitation, the trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks").

AGREEMENT

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, together with all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

SIMPLEXITY, LLC

By: [Signature]
Name: FRANK C. BENNETT III
Title: CEO

[SEAL]

State of) VIRGINIA
) ss.:
County of) FAIRFAX

On this 5TH day of MAY, 2014, before me, LARRY GRANT BURNETT, personally appeared FRANK BENNETT III of MOLEAN VA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that [s]he executed the same in [his][her] authorized capacity and that by [his][her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public
Commission Expires 11.30.14



Larry Grant Burnett
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7041942
My Commission Expires
November 30, 2014

SCHEDULE A
Trademarks

Mark	Class/ Goods and/or Services	Reg. No./ Ser. No.	Filing Date w/ Basis or Registration Date	Status/Maintenance Deadline
WIREFLY	Class 13: Retail sales in the field of information technology and telecommunications products, accessories and services	Reg. No. 3,326,149 United States	Dec. 18, 2007	REGISTERED 12-18-2013 -- Section 8 Affidavit due 12-21-2007 -- Assigned to Simplicity REGISTERED 09-23-2013 -- Renewal due 12-21-2007 -- Assigned to Simplicity
WIREFLY	Class 41: Computer services, namely creating, designing, managing, maintaining, updating and hosting web sites for others	Reg. No. 2,768,131 United States	Sept. 23, 2003	REGISTERED 09-23-2013 -- Renewal due 12-21-2007 -- Assigned to Simplicity
WIREFLY CONNECT	Class 15: Retail and online retail store services featuring equipment and accessories related to satellite video, cable, broadband, telephony, alarms, data connections, and security Class 36: Telecommunications services, namely, activation of data connection services of others	Ser. No. 77623950 (Intent to Use)	Dec. 1, 2008	ALLOWED No Statement of Use filed -- Application will abandon. 01-12-2010 -- Notice of Allowance issued.