

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355244

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HULA MX, LLC		06/06/2012	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JAVELIN DISTRIBUTION, LLC		
<b>Street Address:</b>	5432 W. 102nd Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90045		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3931604	HULA MX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	burtner.jody@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	499770.1 M255916		
<b>NAME OF SUBMITTER:</b>	Jody L. Burtner		
<b>SIGNATURE:</b>	/Jody L. Burtner/		
<b>DATE SIGNED:</b>	09/15/2015		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this "Assignment") is dated as of June 6, 2012 (the "Effective Date"), by HULA MX, LLC, a New York limited liability company ("Assignor"), to Javelin Distribution, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

Reference is made to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of June 6, 2012, by and among (i) Assignee, (ii) Assignor, (iii) FirstSpin, Inc., a Delaware corporation and (iv) Anthony Miraglia, T. Bradley Kelly and Axxess Marketing Group, Inc., a Texas corporation. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to, and good will of the Business associated with, the Marks (as defined hereinafter).

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration (including that consideration recited in the Asset Purchase Agreement), the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor agrees as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee, all of Assignor's right, title and interest in and to, and good will of the Business associated with, the following:

a. The trademarks and service marks listed on the attached Schedule A (the "Marks");

b. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Marks, including, without limitation, common-law rights and rights under the laws of unfair competition ("Related Rights");

c. Any and all rights of Assignor to sue at law or in equity for any infringement, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring after the Effective Date, including the right to receive all proceeds and damages therefrom; and

d. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Marks and Related Rights.

2. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the state of New York other than conflict of laws

principles thereof. Courts within the state of New York (located within New York County) will have exclusive jurisdiction over all disputes arising out of or relating to this Assignment. The Assignor hereby consents to and agrees to submit to the exclusive jurisdiction of such courts, and waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) Assignor is not personally subject to the jurisdiction of such courts, (b) Assignor and Assignor's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

3. Effectiveness. This Assignment may be signed by facsimile, which shall be an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Marks to be duly executed and delivered as of the date first above written.

HULA MX, LLC

By: *Anthony C. Miraglia*  
Anthony C. Miraglia, CEO

State of New York  
County of NASSAU

Subscribed and sworn to (or affirmed) before me on this 5<sup>th</sup> day of June, 2012, by ANTHONY C. MIRAGLIA, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature *Michael W. Holland*

MICHAEL W. HOLLAND  
NOTARY PUBLIC, State of New York  
No. 30-4506347, Nassau County  
Term Expires June 30, 2015

Schedule A

Marks

Mark	Record Owner	Jurisdiction	Registration/Application No.
Hula MX	Hula MX, LLC	US Service Mark	Reg. No 3,931,604 Application No. 77/643,058