

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361984

<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>
eBay Enterprise, Inc.		11/02/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	935 kop associates, llc		
<b>Street Address:</b>	185 madison avenue		
<b>Internal Address:</b>	fifth floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350771	CLEARSALEING OPTICS	
<b>Registration Number:</b>	4244424	CORETXT	
<b>Registration Number:</b>	3852047	M3 MOBILE	
<b>Registration Number:</b>	3024894	E-DIALOG	
<b>Registration Number:</b>	3038613	E-DIALOG	
<b>Registration Number:</b>	2274981	KLONDIKE	
<b>Serial Number:</b>	85389855	CLEARSALEING ALTITUDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>	2128598778		
<b>Email:</b>	novika.ishar@friedfrank.com		
<b>Correspondent Name:</b>	Novika Ishar		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	95389-118		
<b>NAME OF SUBMITTER:</b>	Novika Ishar		

CH \$190.00 4350771

<b>SIGNATURE:</b>	/NI/
<b>DATE SIGNED:</b>	11/11/2015
<b>Total Attachments: 5</b> source=Trademark Assignment Agreement (935) (executed)#page1.tif source=Trademark Assignment Agreement (935) (executed)#page2.tif source=Trademark Assignment Agreement (935) (executed)#page3.tif source=Trademark Assignment Agreement (935) (executed)#page4.tif source=Trademark Assignment Agreement (935) (executed)#page5.tif	

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks ("Agreement"), effective as of November 2, 2015, is entered into by and between eBay Enterprise, Inc., a Pennsylvania corporation ("Assignor"), and 935 KOP Associates, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Assignment and Contribution Agreement, dated as of November 2, 2015 (the "Assignment and Contribution Agreement"), between Assignee and the other parties signatory thereto, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Agreement shall have the meanings ascribed to them in the Assignment and Contribution Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Agreement, and the right to initiate other proceedings before all Governmental Entities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Agreement. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Trademarks.


4. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Counterparts. This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

*[remainder of page intentionally left blank]*

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

eBay Enterprise, Inc.

By:   
Name: Paul Cataldo  
Title: Chief Administrative Officer

[Signature Page to Trademark Assignment Agreement – 935 as Assignee]

**TRADEMARK**  
**REEL: 005671 FRAME: 0115**

935 KOP ASSOCIATES, LLC

By: Regina C Gray  
Name: Regina Gray  
Title: Manager

[Signature Page to Trademark Assignment Agreement - 935 as Assignee]

SCHEDULE A  
to  
ASSIGNMENT OF TRADEMARKS

Trademark	Jurisdiction	Appl. Date	Appl. No.	Reg. Date	Reg. No.
E-DIALOG	Singapore	04/29/2010	T1005377B	04/09/2010	T1005377B
E-DIALOG	Singapore	04/29/2010	T1005376D	04/29/2010	T1005376D
E-DIALOG	European Union (OHIM)	04/07/2010	9046533	05/28/2011	9046533
CLEARSALEING ALTITUDE	US	08/04/2011	85/389855	N/A	N/A
CLEARSALEING OPTICS	US	08/04/2011	85/389873	06/11/2013	4350771
CORETXT & Design	US	08/29/2011	85/409718	11/20/2012	4244424
M3 MOBILE	US	07/27/2008	77/532292	09/28/2010	3852047
E-DIALOG	US	02/10/1999	75/637713	12/13/2005	3024894
E-DIALOG	US	02/10/1999	75/637749	01/10/2006	3038613
E DIALOG & Design	Japan	04/27/2010	2010-033792	09/16/2011	5439462
E-DIALOG	Japan	04/27/2010	2010-033791	01/13/2012	5463178
KLONDIKE	US	11/28/1997	75/397081	08/31/1999	2274981