

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361979

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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 |
| eBay Enterprise, Inc. | | 11/02/2015 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | 1075 First Global Associates, LLC | | |
| Street Address: | 7 south main street | | |
| Internal Address: | Floor 3 | | |
| City: | wilkes-barre | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 18701 | | |
| Entity Type: | CORPORATION: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3871342 | TRUEACTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 2128598778 | | |
| Email: | novika.ishar@friedfrank.com | | |
| Correspondent Name: | Novika Ishar | | |
| Address Line 1: | One New York Plaza | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| ATTORNEY DOCKET NUMBER: | 95389-118 | | |
| NAME OF SUBMITTER: | Novika Ishar | | |
| SIGNATURE: | /NI/ | | |
| DATE SIGNED: | 11/11/2015 | | |
| Total Attachments: 5 | | | |
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| source=Trademark Assignment Agreement (1075) (executed)#page2.tif | | | |
| source=Trademark Assignment Agreement (1075) (executed)#page3.tif | | | |

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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 1075 First Global 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.

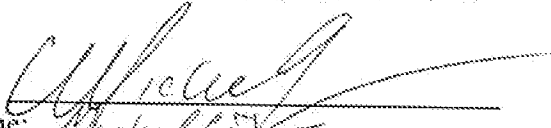
4. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction,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

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21/11/11

1075 FIRST GLOBAL ASSOCIATES, LLC

By: 
Name: Michael C. Ryan
Title: CEO

* *
* *

[Signature Page to Trademark Assignment Agreement – 1075 as Assignee]

SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS

| Trademark | Jurisdiction | Appl. Date | Appl. No. | Reg. Date | Reg. No. |
|------------------|---------------------|-------------------|------------------|------------------|-----------------|
| TRUEACTION | US | 08/19/2009 | 77/807683 | 11/2/2010 | 3871342 |