TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM364812

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACA LLC		11/25/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	APPSOLUTE INC.
Street Address:	306 W. 48th Street
Internal Address:	Apt. 35A
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86177629	VIDEOSHOP

CORRESPONDENCE DATA

Fax Number: 9735972400

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.

Phone: 973-597-2500

Email: Istrademark@lowenstein.com

Matthew P. Hintz, Esq. **Correspondent Name:** Address Line 1: Lowenstein Sandler LLP Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER: 29632.4 (VIDEOSHOP)	
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/
DATE SIGNED:	12/07/2015

Total Attachments: 3

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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT ("Assignment") is made effective as of November 25th, 2015 ("Effective Date") by and between PACA LLC, a limited liability company existing under the laws of California ("Assignor"), in favor of APPSOLUTE INC., a corporation existing under the laws of New York, with an address of 306 W 48th Street, Apt. 35A, New York, NY 10036 ("Assignee").

WHEREAS, subject to the terms and conditions of this Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, (1) all right, title, and interest in and to the trademark application set forth on <u>Schedule A</u> and all common law and other rights, in and to the trademark (such rights, collectively, the "<u>Trademark</u>"); and (2) all right, title, and interest in and to the copyright in and to the video editing computer application software marketed under the Trademark (such rights, collectively, the "<u>Copyright</u>").

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

- 1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademark, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
- 2. Assignor hereby sells, grants, transfers, and delivers to Assignee all of its rights, title and interest in the Copyright and all the elements therein, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights thereto (and all renewals, extensions, and reversions thereof), all neighboring rights, and all other related rights, along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such Copyright, free and clear of any and all liens, claims, or licenses. Assignee will have the sole and exclusive right to reproduce, publish, display, distribute, alter, revise, publicly perform, sell, and otherwise fully exploit the Copyright, or to refrain therefrom, and to grant such rights to others. This assignment includes all of Assignor's interest in and to all copyright rights in and to the Copyright for the full term thereof, along with any and all of Assignor's other legal, beneficial, or equitable rights in and to the Copyright of any nature, whether known or unknown.
- 3. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed by its officer thereunto duly authorized, as of the <u>25th</u> day of November, 2015.

PACA LLC
(Assignor)
Ву:
Name: Joseph Riquelme
Title: _Founder_
APPSOLUTE INC. (Assignee) By:
Name: Joseph Riquelme
Title: Founder

Schedule A Trademarks

Mark	Country	Serial No.
VIDEOSHOP	United States	86177629

TRADEMARK REEL: 005683 FRAME: 0541