

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364934

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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 |
| TOGETHER NETWORKS HOLDINGS LIMITED | | 05/18/2015 | COMPANY LIMITED BY SHARES: VIRGIN ISLANDS, BRITISH |
| RECEIVING PARTY DATA | | | |
| Name: | TRADAX IP LICENSING LIMITED | | |
| Street Address: | PO BOX 146, TRIDENT CHAMBERS | | |
| Internal Address: | ROAD TOWN | | |
| City: | TORTOLA | | |
| State/Country: | VIRGIN ISLANDS, BRITISH | | |
| Entity Type: | COMPANY LIMITED BY SHARES: VIRGIN ISLANDS, BRITISH | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3462256 | ELOVE | |
| Registration Number: | 3869943 | ELOVE MATCHMAKING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158511420 | | |
| <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: | 215-241-7970 | | |
| Email: | phlipdocketing@reedsmith.com, karmellino@reedsmith.com | | |
| Correspondent Name: | Carl H. Pierce | | |
| Address Line 1: | 1717 Arch Street | | |
| Address Line 2: | Reed Smith LLP | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 13-40338-US | | |
| NAME OF SUBMITTER: | Carl H. Pierce | | |
| SIGNATURE: | /Carl H. Pierce/ | | |
| DATE SIGNED: | 12/08/2015 | | |
| Total Attachments: 4 | | | |
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This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 18th May 2015 is by and between TOGETHER NETWORKS HOLDINGS LTD, a company incorporated in BVI having its registered office at Trident Chambers, PO BOX 146, Road Town, Tortola, BVI ("Seller"), and TRADAX IP LICENSING LIMITED, a company incorporated in BVI having its registered office at Trident Chambers, PO BOX 146, Road Town, Tortola, BVI ("Buyer") the purchaser of certain assets of Seller pursuant to a IP Asset Transfer Agreement between Buyer and Seller, dated as of 18th May 2015 (the "IP Asset Transfer Agreement").

WHEREAS, under the terms of the IP Asset Transfer Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

10. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

11. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

12. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the IP Asset Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the IP Asset Transfer 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 IP Asset Transfer Agreement and the terms hereof, the terms of the IP Asset Transfer Agreement shall govern.

13. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

14. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the British Virgin Islands, without giving effect to any choice or conflict of law provision or rule (whether of the British Virgin Islands or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

TOGETHER NETWORKS
HOLDINGS LTD.

By: 

Name: *MARINOS ZAVRTEL for multiserve Limit*
Title: *Director*

AGREED TO AND ACCEPTED:

TRADAX IP LICENSING LIMITED

By: 

Name: *Dmytro Nadienko*
Title: *Director*

SCHEDULE 1 TO IP ASSIGNMENT

LIST OF TRADEMARKS

| MARK | COUNTRY | SERIAL/REGISTRATION NO. |
|-------------------|---------|-------------------------|
| Elove | USA | 3462256 |
| ELOVE MATCHMAKING | USA | 77967493 |
| Elove | Canada | TMA806482 |

Two handwritten signatures in black ink, one appearing to be a stylized 'P' and the other a more complex signature.