

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hold Still Inc.		11/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PHHHOTO Inc.		
Street Address:	1166 Manhattan Avenue		
Internal Address:	Suite 203		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4641932	PHHHOTO	
Registration Number:	4443123	PHHHOTO	
CORRESPONDENCE DATA			
Fax Number:	454343947		
<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:	415 434 9100		
Email:	mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		
Address Line 1:	Four Embarcadero Center		
Address Line 2:	17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	42LT-222257		
NAME OF SUBMITTER:	Michelle D. Kahn		
SIGNATURE:	/MDK/		
DATE SIGNED:	12/11/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

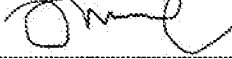
This Intellectual Property Assignment Agreement (this "Agreement"), dated as of November 3, 2015 (the "Effective Date"), is made and entered into by and between Hold Still Inc., a Delaware corporation ("Assignor"), and PIIHHOTO Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, and agrees to assign or cause to be assigned, to Assignee, its successors and assigns, all right, title, and interest in and to all of its Intellectual Property Rights except for the Retained Assets and any Intellectual Property Rights embodied in the Retained Assets (such assigned Intellectual Property Rights, the "Assigned Assets"). The foregoing assignment includes a license under any current and future patents owned or licensable by Assignor to the extent necessary to combine the Assigned Assets or any derivative works or modifications thereof with any product, service, offering, software, or Intellectual Property Rights of Assignee. For the avoidance of doubt, the Assigned Assets shall include, without limitation, the assets set forth in Exhibit A, including all Intellectual Property Rights embodied therein. "Retained Assets" means the assets set forth in Exhibit B, including all Intellectual Property Rights embodied therein. "Intellectual Property Rights" means: (a) any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship throughout the world, including, without limitation, copyrights, moral rights, and mask-works, (ii) trademark, trade dress and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, and (v) other intellectual and industrial property rights of every kind and nature throughout the world, however designated, whether arising by operation of law, contract, license, or otherwise; and (b) all goodwill, registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force regarding any of the foregoing.

THIS AGREEMENT IS HEREBY EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF EACH PARTY AS SET FORTH BELOW AS OF THE EFFECTIVE DATE.

PHHHOTO INC.



By: _____

Name: Omar Elsayed
[Type or Print]

Title: President

HOLD STILL INC.

By: _____

Name: Omar Elsayed
[Type or Print]

Title: President and CEO

[Signature Page to Intellectual Property Assignment Agreement]

THIS AGREEMENT IS HEREBY EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF EACH PARTY AS SET FORTH BELOW AS OF THE EFFECTIVE DATE.

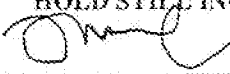
PHHHOTO INC.

By: _____

Name: Omar Elsayed
[Type or Print]

Title: President

HOLD STILL INC.

By:  _____

Name: Omar Elsayed
[Type or Print]

Title: President and CEO

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

Assigned Assets

1. All PHHHOTO Trademarks, Tradenames and Branding, including:

Serial Number	Reg. Number	Word Mark
85897882	4641932	PHHHOTO
85897893	4443123	PHHHOTO