

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biltmore Communications, LLC		12/10/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	GigaMonster, LLC		
Street Address:	817 West Peachtree Street, NW		
Internal Address:	Suite 750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3183622	FASTPASS	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
<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:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
SIGNATURE:	/Katharine F. Rowe/		
DATE SIGNED:	12/11/2015		
Total Attachments: 3			
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OP \$40.00 3183622

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated this 10 day of December, 2015, is made by and between Biltmore Communications, LLC ("Assignor"), a Georgia limited liability company, with its principal address at 817 West Peachtree Street, NW, Suite 750, Atlanta, Georgia 30308, and GigaMonster, LLC ("Assignee"), a Florida limited liability company, with its principal address at 817 West Peachtree Street, NW, Suite 750, Atlanta, Georgia 30308.

WHEREAS, Assignor has used and owns rights in the mark FASTPASS (the "Biltmore Mark"); and

WHEREAS, Assignor is also the owner of federal trademark registration No. 3,183,622 for the Biltmore Mark; and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee any and all rights that Assignor now holds in the Biltmore Mark; and

WHEREAS, Assignor and Assignee are executing and delivering this Trademark Assignment to document such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Biltmore Mark and including all of the rights listed below (the "**Assigned Rights**"), together with the goodwill of Assignor's business connected with the use of, and symbolized by, the Assigned Rights:

(a) all trademarks, service marks, trade names, brand names, domain name registrations and logos that include the words FASTPASS as all or part thereof, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Section 1(b) hereof), and the goodwill of the business with which such trademarks, service marks, trade names, brand names, domain name registrations and logos have been used;

(b) registrations of any internet domain names registered by Assignor that incorporate the Biltmore Mark; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Rights to Assignee. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Entire Agreement. This Trademark Assignment, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.


(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida (or any other jurisdiction)).

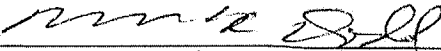
(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission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

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

BILTMORE COMMUNICATIONS, LLC,
a Georgia limited liability company

By: 
Name: Steven Muttan
Title: Director of Finance

GIGAMONSTER, LLC,
a Florida limited liability company

By: 
Name: William K. Dold
Title: President & CEO