

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368388

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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 |
| Hold Still Inc. | FORMERLY Phhphoto Inc. (no. 1) | 11/02/2015 | 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: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86391724 | PHHHOTO | |
| Registration Number: | 4443123 | PHHHOTO | |
| Registration Number: | 4641932 | PHHHOTO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123555009 | | |
| <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: | 2122935556 | | |
| Email: | kaufman@kaufmankahn.com | | |
| Correspondent Name: | Mark S. Kaufman | | |
| Address Line 1: | 747 Third Avenue | | |
| Address Line 2: | 32nd Floor | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| NAME OF SUBMITTER: | Mark S Kaufman | | |
| SIGNATURE: | /Mark S Kaufman/ | | |
| DATE SIGNED: | 01/07/2016 | | |
| Total Attachments: 8 | | | |
| source=IP Assignment, Hold Still Inc. (fka Phphoto Inc. no. 1) to Phhphoto Inc. (no. 2), 11-2-15_redacted#page1.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of November 2, 2015 (the “**Effective Date**”), is made and entered into by and between Hold Still Inc., a Delaware corporation (“**Assignor**”), and PHHHOTO 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.

2. **License Grant.** To the extent any of the Assigned Assets assigned under this Agreement is not assignable, Assignor hereby grants to Assignee an exclusive (including as to Assignor), worldwide, perpetual, irrevocable, fully paid, royalty free, transferable, sub-licensable, license to reproduce, modify, create derivative works from, distribute, publicly perform, publicly display, make, have made, sell, offer to sell, import, and export the Assigned Assets for any purpose, without limitation, with the right to sublicense each and every such right.

3. **Consideration.** In full consideration for the assignment and the representations, warranties, and covenants contained in this Agreement, Assignee shall pay to Assignor the consideration set forth in Exhibit C attached hereto (the “**Purchase Price**”) within five (5) business days from the successful transfer of the Assigned Assets to Assignee. Assignor is solely responsible for all taxes, fees, charges, duties, and governmental assessments that are imposed on Assignor in connection with the subject matter of this Agreement.

4. **Further Cooperation.** The parties shall cooperate and execute such further documents that are reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including, without limitation, “unlocking” any domain name included in Assigned Assets in order to facilitate the assignment and transfer to Assignee, and electronically authorizing the assignment and transfer to Assignee as appropriate in response to all applicable registrar communications.

5. **Confidentiality.** For the purposes of this Agreement, “**Confidential Information**” means any business or technical information that either party discloses to the other party, in writing, orally, or by any other means, that should reasonably have been understood by the receiving party due to “confidential” and similar markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the other party, including computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. Neither party will use the other party’s Confidential Information, except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party’s Confidential Information using at least the same degree of care as such party uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other’s Confidential Information, including disclosing Confidential Information only to such party’s employees, independent contractors, consultants, legal and

financial advisors, stockholders, investors or potential investors (collectively, “**Representatives**”) (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this Section 5, and (iii) who are informed of the nondisclosure obligations imposed by this Section 5. Each party will be responsible for all acts and omissions of its Representatives. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable them to contest such order or requirement. The restrictions set forth in Section 5 will not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of the receiving party; (b) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a right to disclose it; (c) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (d) the receiving party independently develops without access to or use of the other party’s Confidential Information.

6. **Representations and Warranties; Disclaimer.**

6.1 **Representations and Warranties.** Each party represents and warrants to the other party that (a) it has full authority to enter into this Agreement, and to fully perform its obligations hereunder; (b) it possesses the necessary rights in order to make the assignments and transfers that such party has made herein; (c) it shall comply with all applicable laws and regulations in its performance of its obligations and exercise of rights granted hereunder; and (d) it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with the assignments and transfers that such party has made herein or such party’s performance of its obligations under this Agreement.

6.2 **Disclaimer.** Except as otherwise expressly provided herein, Assignor provides the Assigned Assets on an “as is” basis. To the extent permitted by applicable law and except as otherwise expressly provided herein, Assignor and its suppliers and licensors disclaim all warranties, whether express, implied, statutory or otherwise, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and those arising out of course of dealing or usage of trade.

7. **Indemnification.** Each party shall indemnify, defend, and hold harmless the other party, and its parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney’s fees and legal costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to, any actual or alleged breach of any of the indemnifying party’s representations, warranties, or covenants in this Agreement or the indemnifying party’s negligence, misconduct, or fraud. The indemnifying party may not settle any indemnified claim against the indemnified party unless the settlement unconditionally releases the indemnified party of all liability. The indemnified party may participate in the defense of any indemnified claim at its expense. The indemnified party, at the indemnifying party’s expense, may undertake and control the defense of any indemnified claim in the event of the material failure of the indemnifying party to undertake and control the same.

8. **Limitation of Liability.** To the extent permitted by applicable law, in no event will either party or any of its suppliers or licensors have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profit, revenue, or data) arising out of or in connection with this Agreement, however caused, and under whatever cause of action or theory of liability brought (including under any contract, negligence, or other tort theory of liability) even if advised of the possibility of such damages.

9. **Miscellaneous.**

9.1 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party may assign this Agreement (i) to an affiliate, or (ii) as part of a merger, consolidation, corporate reorganization, sale of all or substantially all assets, sale of stock, change of name, or like event. Subject to the

foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.2 **Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment, or agency relationship between the parties. Each party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or commit the other party in any way except as expressly provided in this Agreement.

9.3 **Notices.** All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified mail (return receipt requested), electronic mail, or facsimile, to the other party's current or last known address. Notices shall be deemed effective upon receipt if personally delivered, three (3) business days after it was sent if by certified mail, or one (1) business day after it was sent if by electronic mail or facsimile.

9.4 **Amendments.** This Agreement cannot be modified or amended in any way except by a written instrument signed by both parties.

9.5 **Governing Law; Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any principles of conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. All legal proceedings relating to or arising out of this Agreement must be brought in the state or federal courts sitting in New York, New York.

9.6 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure, and power failures.

9.7 **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect. If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision will be deemed severable from the Agreement and will not affect the validity and enforceability of any remaining provisions in this Agreement.

9.8 **Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement will not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed an original, and all of which together will constitute one and the same agreement. Facsimile and electronic (*e.g.* PDF) signatures shall be as effective as original signatures. This Agreement shall be effective only after it has been duly executed by both parties.

9.10 **Entire Agreement.** This Agreement constitutes the complete and final agreement of the parties pertaining to the assignment of the Assigned Assets and supersedes the parties' prior agreements, understandings, and discussions relating to the subject matter hereof.

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

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

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

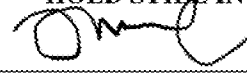
PHHHOTO INC.

By: _____

Name: Omar Elsayed
[Type or Print]

Title: President

HOLD STILL INC.



By: _____

Name: Omar Elsayed
[Type or Print]

Title: President and CEO

Exhibit A

Assigned Assets

PHHHOTO Social Media App (iOS; Android; Web)

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

| Serial Number | Reg. Number | Word Mark |
|----------------------|--------------------|------------------|
| 86391724 | [pending] | PHHHOTO |
| 85897882 | 4641932 | PHHHOTO |
| 85897893 | 4443123 | PHHHOTO |

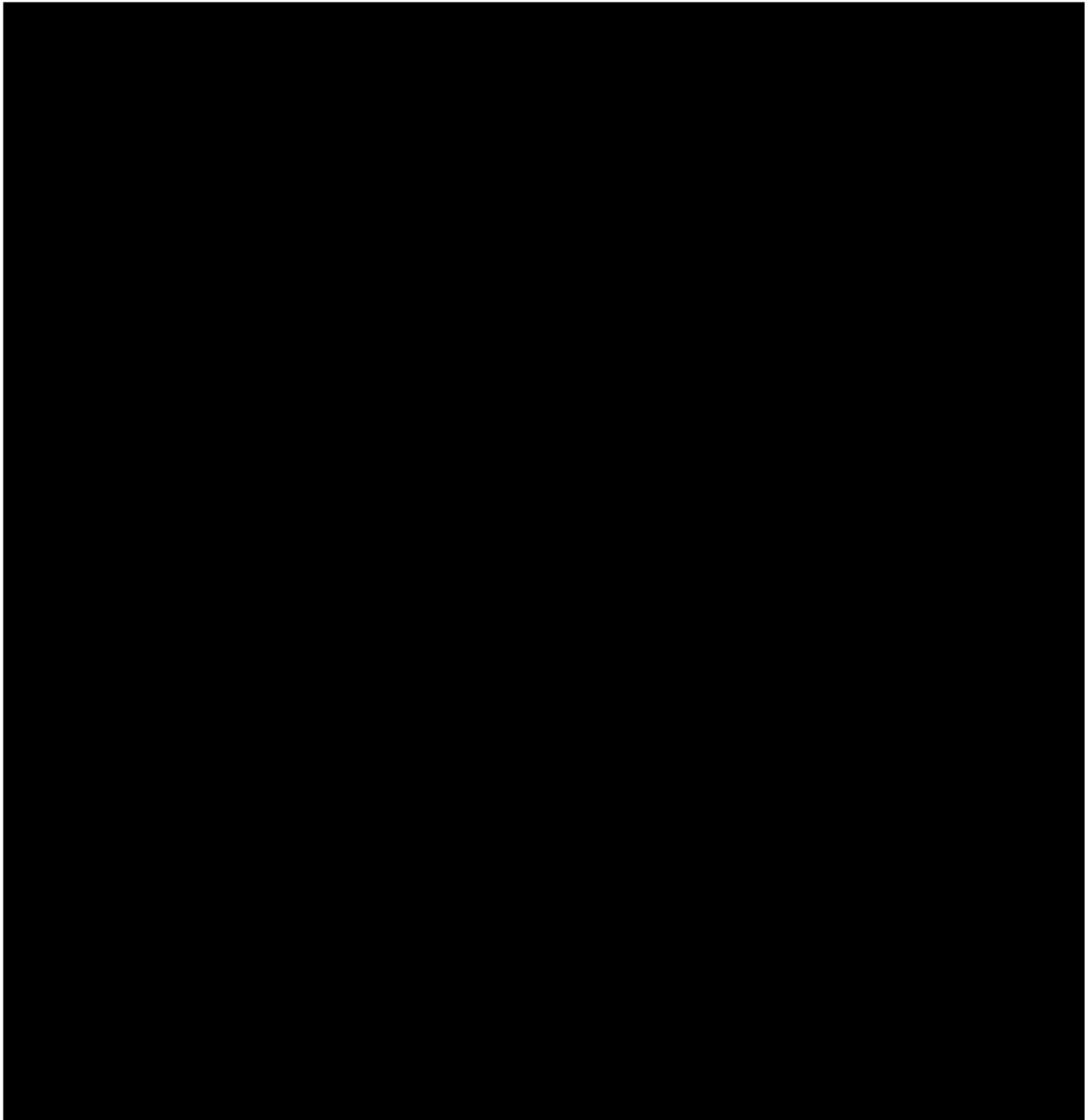


Exhibit B

Retained Assets

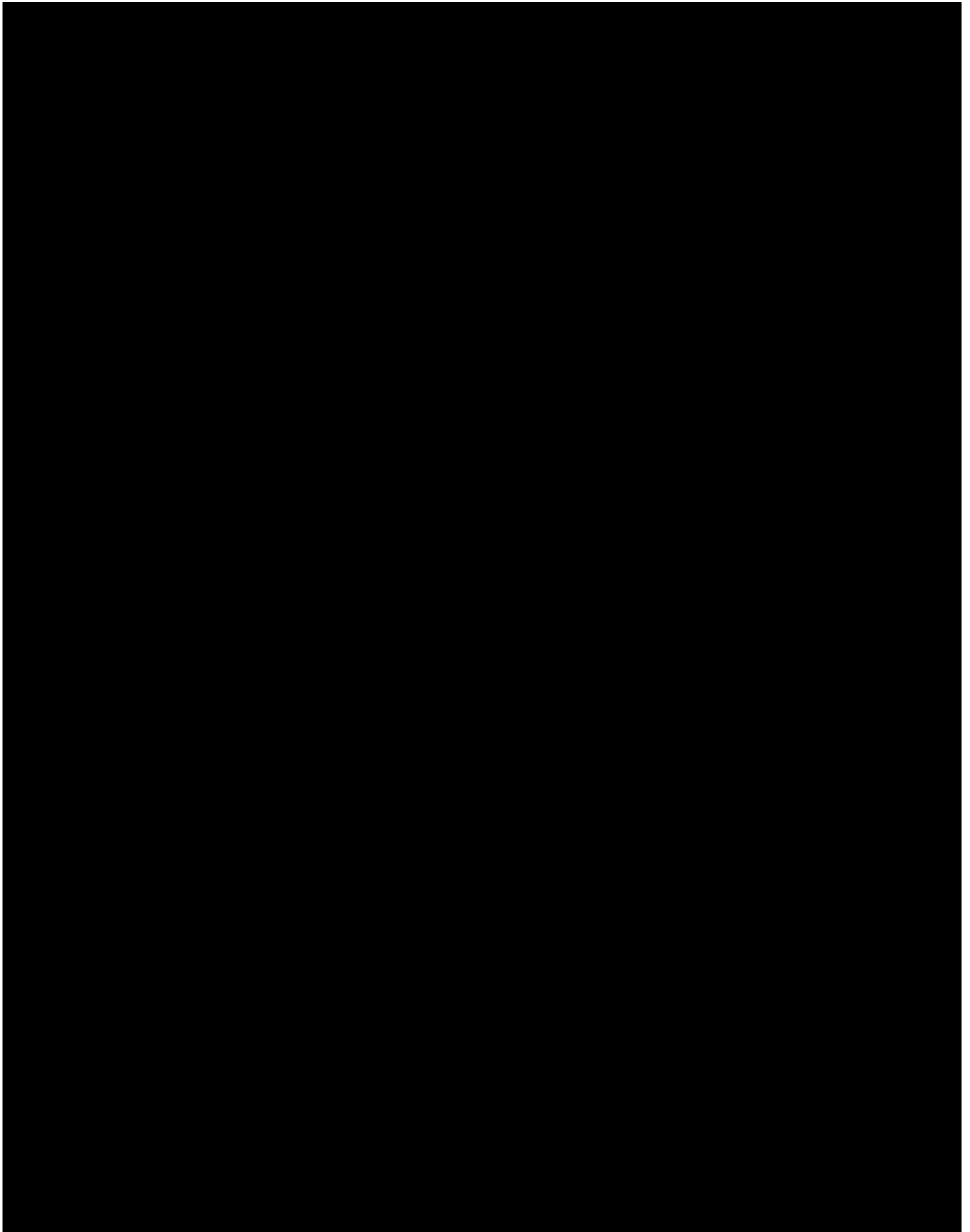


Exhibit C

Consideration

Shares of capital stock of Assignee as provided by the Contribution Agreement, dated as of even date herewith,
between Assignor and Assignee