

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374318

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900354724		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CircleBack, Inc.		10/10/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DubLabs, LLC		
<b>Street Address:</b>	7600 Leesburg Pike		
<b>Internal Address:</b>	Suite 320		
<b>City:</b>	Falls Church		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22043		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3912574	DUB	
<b>Registration Number:</b>	4352749	CAMPUS ACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	pratcliffe@attentivelaw.com		
<b>Correspondent Name:</b>	Paul Ratcliffe		
<b>Address Line 1:</b>	42870 Meander Crossing Ct.		
<b>Address Line 4:</b>	Broadlands, VIRGINIA 20148		
<b>NAME OF SUBMITTER:</b>	Paul Ratcliffe		
<b>SIGNATURE:</b>	/paul ratcliffe/		
<b>DATE SIGNED:</b>	02/24/2016		
<b>Total Attachments: 2</b>			
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source=Trademark assignments 021716-signed#page2.tif			

## Trademark Assignment Agreement

This Agreement is by and between CircleBack, Inc., 1600 Tysons Boulevard, suite 550, McLean, VA 22102, ("Assignor") and DubLabs, LLC, 7600 Leesburg Pike, Suite 320, Falls Church, VA 22043, ("Assignee") and is effective as of October 30, 2013 ("the Effective Date").

**WHEREAS**, Assignor, is the owner of certain United trademarks identified as follows:

US Registration Number: 3,912,574

Mark: Dub

US Registration Number: 4,352,749

Mark: Campus Access

the "Trademarks"); and

**WHEREAS**, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

**NOW**, the parties agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby irrevocably assigns to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Consideration.** As contemplated by the asset purchase agreement completed between the Assignor and Assignee, and for the additional sum of \$10.00 paid by Assignee to the Assignor in consideration for the assignment set forth in Section 1.

3. **Representations and Warranties.** Assignor, to their knowledge, represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademarks do not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Virginia.

ASSIGNEE



\_\_\_\_\_  
Signature  
Dub Labs, LLC

ASSIGNOR



\_\_\_\_\_  
Signature  
CircleBack, Inc.