

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACE DELIVERY, INC.		01/08/2016	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABBYSON LIVING LLC		
<b>Street Address:</b>	26500 WEST AGOURA ROAD #102-875		
<b>City:</b>	CALABASAS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91302		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86602843	ACE DELIVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8053730051		
<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>Phone:</b>	805-373-0060		
<b>Email:</b>	KKOOKER@KOPPELPAENT.COM		
<b>Correspondent Name:</b>	KOPPEL, PATRICK, HEBYL & PHILPOTT		
<b>Address Line 1:</b>	2815 TOWNSGATE ROAD		
<b>Address Line 2:</b>	SUITE 215		
<b>Address Line 4:</b>	WESTLAKE VILLAGE, CALIFORNIA 91361-5827		
<b>ATTORNEY DOCKET NUMBER:</b>	1027-47-019		
<b>NAME OF SUBMITTER:</b>	GREGORY Z. BOGER		
<b>SIGNATURE:</b>	/GREGORY Z. BOGER/		
<b>DATE SIGNED:</b>	02/23/2016		
<b>Total Attachments: 5</b>			
source=1027-47-019_AceDeliveryInc_to_AbbysonLivingLLC_Assignment#page1.tif			
source=1027-47-019_AceDeliveryInc_to_AbbysonLivingLLC_Assignment#page2.tif			
source=1027-47-019_AceDeliveryInc_to_AbbysonLivingLLC_Assignment#page3.tif			
source=1027-47-019_AceDeliveryInc_to_AbbysonLivingLLC_Assignment#page4.tif			

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment (this "IP Assignment"), dated as of January 8, 2016, is entered into by and between Ace Delivery, Inc., a California corporation ("Ace Delivery"), and Abbyson Living LLC, a Delaware limited liability company (the "Company").

**BACKGROUND:**

- A. Reference is made to that certain Contribution Agreement, dated as of the date hereof, by and between Ace Delivery and the Company (the "Contribution Agreement"), pursuant to which, at the Closing and concurrently with the consummation of the transactions contemplated by this IP Assignment, Ace Delivery is contributing, conveying, assigning, transferring and delivering to the Company, and the Company is acquiring and accepting from Ace Delivery, all of Ace Delivery's right, title and interest in and to the Contributed Assets, including all Company Owned IP.
- B. The Contribution Agreement contemplates that, as part of the transactions contemplated thereby, Ace Delivery and the Company will enter into this IP Assignment at the Closing for the purposes set forth herein.

**AGREEMENT:**

In consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ace Delivery and the Company hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the respective meanings assigned to such terms in the Contribution Agreement. For purposes of this IP Assignment, the following terms and variations thereof have the meanings specified or referred to in this Section 1:

"Company Owned IP" means all Intellectual Property in which Ace Delivery has (or purports to have) an ownership interest.

"Intellectual Property" has the meaning set forth in the Purchase Agreement.

"Purchase Agreement" means the Membership Interest Purchase Agreement, to be dated on or about January 22, 2016, among Solace Abbyson Corp., a Delaware corporation, the Company, Abbyson Living Corp., a Nevada corporation, and the Abbyson Stockholders (as defined in the Purchase Agreement).

2. Assignment. Ace Delivery hereby contributes, assigns, transfers, conveys and delivers to the Company, and the Company hereby acquires and accepts from Ace Delivery, all of Ace Delivery's rights under, title to and interest in and to all Company Owned IP, including the following, free of all Liens other than Permitted Liens:

(a) the trademarks, trademark registrations and trademark applications listed in Exhibit A and all issuances, extensions and renewals thereof (the "Assigned Marks");

(b) all goodwill connected with the use of, and symbolized by, the Assigned Marks;

(c) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(d) all rights to collect royalties and other payments under or on account of any of the Assigned Marks;

(e) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to Ace Delivery by applicable Law; and

(f) all other rights with respect thereto.

3. Recordation. Ace Delivery authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Assignment upon request by the Company.

4. Further Assurances. At any time or from time to time hereafter, Ace Delivery will, at the reasonable request of the Company, take all additional action as may be necessary to put the Company in operating control of the Contributed Assets, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer or conveyance, and each party will take such additional actions as the other party may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Matters Not Completed at Closing. To the extent there are any steps, documents or actions called for by this IP Assignment that cannot be completed by the Closing, the parties will use their commercially reasonable efforts to complete them promptly after the Closing, applying, insofar as practicable, the principles of Section 3.2 of the Contribution Agreement.

6. Effect of Agreement. This IP Assignment is intended to evidence the consummation of the transactions contemplated by the Contribution Agreement and is subject to the terms and conditions set forth in the Contribution Agreement. This IP Assignment is made without representation or warranty, except as provided in the Contribution Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Contribution Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement will govern.

7. Counterparts. The parties may execute this IP Assignment in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute the same instrument. The parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any such executed counterparts will be sufficient proof of this IP Assignment. Any photographic, photocopy or

similar reproduction copy of this IP Assignment, or any PDF file of this IP Assignment, or any copy of this IP Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this IP Assignment.

8. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Ace Delivery and the Company.

9. Governing Law. The internal laws of the State of Delaware (without reference to its rules on conflict of laws) will govern the interpretation and enforcement of this IP Assignment.


10. Assignment; Successors and Assigns. Ace Delivery may not assign any of its rights under this IP Assignment without the Company's prior written consent. The Company can assign any of its rights under this IP Assignment without Ace Delivery's prior consent. Subject to the foregoing, this IP Assignment will apply to, be binding on, and inure to the benefit of the parties and the parties' respective successors and permitted assigns.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

"ACE DELIVERY"

Ace Delivery, Inc.

By:   
Name: Abby Ra Fierha  
Title: president

"COMPANY":

Abbyson Living LLC

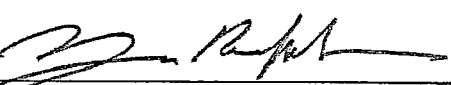
By:   
Name: YAVUZ RAPIHA  
Title: President

EXHIBIT A  
ASSIGNED MARKS

## ACE DELIVERY

Word Mark	ACE DELIVERY
Goods and Services	IC 037. US 100 103 106. G & S: Installation and maintenance of furniture IC 040. US 100 103 106. G & S: Assembly of furniture for others; Custom fabrication and production of furniture
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86602843
Filing Date	April 20, 2015
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	September 8, 2015
Owner	{APPLICANT} Ace Delivery, Inc. CORPORATION CALIFORNIA 5737 Kanan Rd. #560 Agoura Hills CALIFORNIA 91301
Attorney of Record	JAYE G. HEYBL
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DELIVERY" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE