

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
888EXTRAMONEY.COM LLC		03/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Incentive Solutions, LLC		
Street Address:	6220 Stoneridge Mall Road		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4691815	X EXTRAMEASURES	
Registration Number:	3705956	EXTRAMONEY	
Registration Number:	3712631	888EXTRAMONEY.COM	
Registration Number:	3471727	EXTRAMEASURES	
Registration Number:	3471729	EXTRAMEASURES	
Registration Number:	2400947	EXTRAMONEY	
Registration Number:	2179428	EXTRAMEASURES	
Registration Number:	2177483	EXTRAMEASURES	
CORRESPONDENCE DATA			
Fax Number:	2022891330		
<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:	202-289-1313		
Email:	docketingtm-dc@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	60656-555461		

CH \$215.00 4691815

NAME OF SUBMITTER:	Jordan S. Weinstein, Esquire
SIGNATURE:	/jsw/
DATE SIGNED:	04/11/2016
Total Attachments: 5 source=37913-Copy of Assignment#page1.tif source=37913-Copy of Assignment#page2.tif source=37913-Copy of Assignment#page3.tif source=37913-Copy of Assignment#page4.tif source=37913-Copy of Assignment#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), effective as of March 31, 2016, is entered into by and between 888extramoney.com LLC, a Delaware limited liability company ("Assignor"), and Global Incentive Solutions, LLC, a Maryland limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 31, 2016 (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to certain of the Assignor's Intellectual Property, including the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks (as identified on Schedule A), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

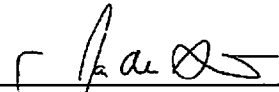
6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignee or Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

888EXTRAMONEY.COM LLC

By: 
Name: Jan Steinert
Title: CEO

ASSIGNEE:

GLOBAL INCENTIVE SOLUTIONS, LLC

By: _____
Name: Jerry Ulrich
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

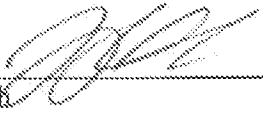
ASSIGNOR:

888EXTRAMONEY.COM LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

GLOBAL INCENTIVE SOLUTIONS, LLC

By:  _____
Name: Jerry Ulrich
Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

SCHEDULE A

ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks:

Serial No.	Registration No.	Trademark
86330134	4691815	X EXTRAMEASURES & Design
77347996	3705956	EXTRAMONEY
77348010	3712631	888EXTRAMONEY.COM
77347972	3471727	EXTRAMEASURES
77347984	3471729	EXTRAMEASURES
75687367	2400947	EXTRAMONEY
75210722	2179428	EXTRAMEASURES
75210721	2177483	EXTRAMEASURES