

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383000

<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>
Alliance Services Ltd.		01/01/2014	Corporation: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eli Global, LLC		
<b>Street Address:</b>	2222 Sedwick Road		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<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>Registration Number:</b>	4291778	ELI GLOBAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8443978265		
<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>	9198294296		
<b>Email:</b>	tmgroup@hutchlaw.com		
<b>Correspondent Name:</b>	Trevor P. Schmidt		
<b>Address Line 1:</b>	3110 Edwards Mill Road		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	ACAD.21000		
<b>NAME OF SUBMITTER:</b>	Trevor P. Schmidt		
<b>SIGNATURE:</b>	/Trevor P. Schmidt/		
<b>DATE SIGNED:</b>	05/02/2016		
<b>Total Attachments: 3</b>			
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CH \$40.00 4291778

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is effective as of January 1, 2014, by and between Alliance Services Ltd., a Bermuda corporation ("Seller"), and Eli Global, LLC ("Purchaser").

### RECITALS

**WHEREAS**, on December 30, 2013, the Seller purchased certain of the intellectual property of the Purchaser.

**WHEREAS**, the Seller wishes to transfer such intellectual property back to the Seller effective as of January 1, 2014.

**WHEREAS**, Seller and Purchaser have negotiated the terms of this Agreement at arms-length and in good faith.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Sale and Transfer of Assets and Assumption of Certain Liabilities. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the Closing Consideration and for Purchaser's assumption of the Assumed Liabilities, Seller agrees, on the date hereof to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is" and without recourse, and (except as set forth in Section 4 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. The execution of this Agreement shall have the effect of transferring Seller's right title and interest in the Assets. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest related to the intellectual property described on Schedule 1 to this Agreement. Except as expressly set forth in this Section 1 above, no other assets, properties, rights or claims are intended to be transferred to the Purchaser.


2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration"); and (b) assume the liabilities and obligations of the Seller identified as Assumed Liabilities on Schedule 1.

3. Liabilities and Obligations Not Assumed. Purchaser shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller whatsoever except for the Assumed Liabilities, including but not limited to any liabilities or obligations now or hereafter arising from Seller's business activities that took place prior to the Closing.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

ALLIANCE SERVICES LTD.

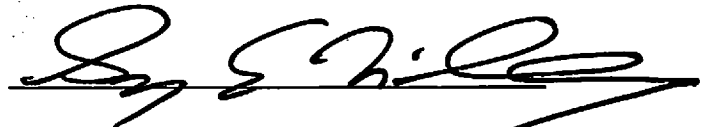
By: 

Name: Greg E. Lindberg ✓

Title: Chairman

**PURCHASER:**

ELI GLOBAL, LLC

By: 

Name: Greg E. Lindberg ✓

Title: Chairman

**SCHEDULE 1**

**ASSETS**

Trademarks	
4,291,778	Eli Global
URLs	

**ASSUMED LIABILITIES**

