

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	4		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PJ Media, LLC		02/22/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nextgen Crowdfunding LLL		
<b>Street Address:</b>	100 N Sepulveda Blvd		
<b>Internal Address:</b>	STE 230		
<b>City:</b>	EL SEGUNDO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86745195	NEXTGEN STARTUPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4089559100		
<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>	4089559100		
<b>Email:</b>	nina@yablok.com		
<b>Correspondent Name:</b>	Nina Yablok		
<b>Address Line 1:</b>	1999 S Bascom Ave		
<b>Address Line 2:</b>	Ste 700		
<b>Address Line 4:</b>	Campbell, CALIFORNIA 95008		
<b>NAME OF SUBMITTER:</b>	Nina Yablok		
<b>SIGNATURE:</b>	//ninayablok16//		
<b>DATE SIGNED:</b>	05/20/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (“**Agreement**”), dated as of February 22, 2016, is entered into by and between **PJ MEDIA, LLC**, a Delaware limited liability company (“**Seller**”), and **NEXTGEN CROWDFUNDING LLC**, a Delaware limited liability company (“**Buyer**”).

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of February 22, 2016 (as the same may be amended, supplemented or modified to date, the “Asset Purchase Agreement”), providing for the purchase by Buyer of the assets of Seller’s NextGen Crowdfunding Business;

WHEREAS, included in the assets being sold under the Asset Purchase Agreement are certain trademarks and domain names owned by Seller;

WHEREAS, Seller owns the entire right, title and interest in and to certain U.S. trademarks and service marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Patent and Trademark Office, as listed in attached Exhibit A (collectively the “**Marks**”) and Seller owns the entire right, title and interest in and to certain domain names, as listed in attached Exhibit B (collectively the “**Domains**”), (the Marks and Domains are collectively referred to as “**Names**”); and

WHEREAS, Buyer desires to acquire all of Seller’s right, title and interest, in and to the Names together with all the goodwill of the business symbolized thereby, and Seller desires to assign all such right, title and interest in and to the Names to Buyer, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Seller, the parties agree as follows:

1. Seller hereby conveys and assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller’s right, title and interest in and to the Names, all past, present and future claims, demands and causes of action based thereon, together with the goodwill of the business symbolized by the Names.

2. Seller represents and warrants that:

- (i) Seller owns the entire right, title and interest in and to the Names;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect and all applications are in an active status;

- (iii) Seller has not licensed the Names to any other person or entity or granted, either expressly or impliedly, rights with respect to the Names to any other person or entity;
- (iv) there are no liens or security interests against the Names;
- (v) Seller has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Agreement by Seller and performance by Seller of its obligations hereunder will not violate or conflict with any other agreement to which Seller is a party or provision of Seller's Articles of Formation or Operating Agreement.

3. Promptly after the Closing of the Asset Purchase Agreement, Seller shall: (i) process transfers of the Marks through the United States Patent and Trademark Office's Trademark Electronic Application System (TEAS) system; and (ii) process transfers of the Domains through the GoDaddy inter-account transfer process. At any time, and from time to time after the Effective Date, at Buyer's request, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Seller's expense, as Buyer may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Buyer and to confirm Buyer's title to the Names and any and all federal and state trademark registrations of the Marks or applications of the Marks. Seller further agrees to assist Buyer and to provide such reasonable cooperation and assistance to Buyer, at Buyer's expense, as Buyer may reasonably deem necessary and desirable in exercising and enforcing Buyer's rights in the Names.

4. After the Effective Date, Seller agrees to make no further use of the Names or any mark or name confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Seller agrees to not challenge Buyer's use or ownership, or the validity, of the Names. Consistent with this Section 4, Seller shall, promptly after the Effective Date, file abandonments of the fictitious name statements listed on Exhibit C.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

#### 6. Miscellaneous.

- (i) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

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- (ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (iii) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (iv) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

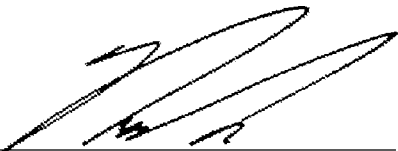
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

SELLER

BUYER

PJ MEDIA, LLC

NEXTGEN CROWDFUNDING LLC  
By its Manager, NGCF Management LLC

By:   
Randall Smith, Chief Financial Officer

By:   
Aubrey Chernick, Manager NGCF  
Management LLC

**Exhibit A**

MARK	Serial no.	Reg. No.	File date	Reg. Date
NEXTGEN STARTUPS	86745195		September 2, 2015	
NEXTGEN CROWDFUNDING	86745220		September 2, 2015	
NEXT GEN STARTUPS	86592534	4855264	April 9, 2015	November 17, 2015
NEXT GENERATION STARTUPS	86445615	4760214	November 5, 2014	June 23, 2015

**Exhibit B**

**Domain names**

APLUSALERTS.BIZ  
APLUSALERTS.COM  
APLUSALERTS.INFO  
APLUSALERTS.NET  
APLUSALERTS.ORG  
AQUALIFEFILTERS.COM  
BRANDINCUBATION.NET  
BRAND-INCUBATION.NET  
BRANDINCUBATION.ORG  
BRAND-INCUBATION.ORG  
BRAND-INCUBATOR.ORG  
BRAND-INCUBATORS.COM  
BRAND-INCUBATORS.NET  
BRAND-INCUBATORS.ORG  
cftank.com  
cftank.info  
cftank.net  
cftank.org  
CREATIVEFLASH.COM  
CREATIVEFLASH.ORG  
CREATIVEFLASHMOB.NET  
CREATIVEFLASHMOB.ORG  
crowdfunddealflow.com  
crowdfund-dealflow.com  
crowdfunddealflow.info  
crowdfund-dealflow.info