

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4 Over, Inc.		06/01/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	4 Over International, LLC		
Street Address:	5900 SAN FERNANDO ROAD		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91202		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4045299	IN4M	
Registration Number:	4002368	MEMORIES PUBLISHER	
Registration Number:	4112859	CAMPUS MEMORIES	
Registration Number:	4319555	GRAND4MAT.COM POSTERS, BANNERS INDOOR, O	
CORRESPONDENCE DATA			
Fax Number:	8777822737		
<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:	8777822737		
Email:	clairea@4over.com		
Correspondent Name:	claire ambrosio		
Address Line 1:	5900 San Fernando Road		
Address Line 4:	Glendale, CALIFORNIA 91202		
NAME OF SUBMITTER:	Claire Ambrosio		
SIGNATURE:	/Claire Ambrosio/		
DATE SIGNED:	06/01/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered as of June 1, 2016, by and between 4 Over, Inc. ("Assignor") and 4 Over International, LLC ("Assignee").

RECITALS

WHEREAS pursuant to that certain Asset Purchase Agreement of even date herewith agree and did to transfer certain assets to Assignor including all "Proprietary Rights" as defined therein, and Assignee accepted such assignment.

WHEREAS to give further affect to such assignment the Parties have agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Definitions. As used in this Assignment, the following terms will have the meanings indicated below:

"Intellectual Property" means: Section 1. Definitions. As used in this Assignment, the following terms will have the meanings indicated below:

- (a) "Intellectual Property" means:
 - (i) inventions, innovations and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto;
 - (ii) know--how, ideas, concepts, creations, layouts, designs, drawings, patterns, models, compositions, architectures, protocols, formulas, algorithms, processes, programs, methods, computer software (including object code and source code and related documentation), and research and development;
 - (iii) Patents;
 - (iv) Trademarks;
 - (v) Copyrights;
 - (vi) Internet domain names and registrations and applications for registration or renewals thereof, and email addresses, telephone numbers, social media identifications and tags;
 - (vii) all rights in databases and data collections;
 - (viii) all moral and economic rights of authors and inventors, however denominated; and
 - (ix) trade secrets (including confidential business information such as confidential pricing and cost information, confidential business and marketing plans and confidential customer and supplier lists and confidential know--how, techniques and protocols);
- (b) "Patents" means patents, patent applications and industrial design registrations of the United States and all other nations throughout the world, together with any continuations, continuations---in---part or divisional applications thereof, all patents and industrial design registrations issuing thereon, and all patents industrial design registrations and applications claiming priority therefrom (including reissues, renewals and reexaminations of the foregoing);
- (c) "Copyrights" means all copyrights, copyrightable works and original works of authorship (whether or not registered) and registrations and applications for registration or renewals thereof in the United States and all other nations throughout the world, including all renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression; and

(d) "Trademarks" means all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, together with the goodwill symbolize by any of the foregoing (whether or not registered), in the United States, Canada and all other nations throughout the world, including all registrations and applications for registration or renewals of the foregoing including those listed in Exhibit A.

Section 2. Assignment. Effective as June 1, 2016, Assignor hereby assigns, conveys and transfers to Assignee, and Assignee does hereby accept the assignment, conveyance and transfer of, all right, title and interest in and to Assignors Intellectual Property and derivatives thereof throughout the world including but not limited to all Intellectual Property on exhibit A. Assignor agrees to and shall execute all instruments and do all acts which may in the Assignee's opinion be necessary to carry out the provisions of this Assignment. This Assignment includes all of Assignor's claims, causes of action and right to sue for, as well as right to settle or release from, the infringement by any third party of any rights in and to the Intellectual Property and any derivatives thereof that Assignor may possess therein, whether such claims and causes of action are filed, arose, or accrued before or after the execution of this Assignment, and all remedies associated therewith.

Section 3. Representations and Warranties. Assignor represents and warrants to Assignee the following:

- (a) Assignor has the full power and authority to enter into this Assignment;
- b) Assignor has not previously assigned or otherwise transferred any ownership interest in the Intellectual Property rights conveyed herein to any other person or entity.
- (c) To the best of Assignor's knowledge the Intellectual Property rights therein are all original works of authorship created by Assignor or are otherwise original items of Intellectual Property created, invented, innovated, discovered or otherwise developed by for or on behalf of Assignor;
- (d) To the best of Assignor's knowledge, no other person or entity, other than Assignee, has any claim of ownership in or to the Intellectual Property rights therein;
- (e) To the best of Assignor's knowledge, the Intellectual Property rights therein do not infringe or misappropriate, directly or indirectly, the rights of any person or entity;

Section 4. Assistance; Additional Actions. Assignor agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of Assignee, any and all documents and instruments requested by Assignee to evidence, record, or effectuate this Assignment, or to assist Assignee in applying for or obtaining any Patents, Trademark registrations, or Copyright registrations, or any other registrations relating to the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein and to take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, Assignor agrees to:

- (a) Execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property and the rights therein; and
- (b) Provide testimony in connection with any proceeding affecting the rights, title, interest or benefit of Assignee in and to the Intellectual Property rights therein.

Section 5. Acknowledgement of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's right, title and standing to:

- (a) Receive all rights and benefits pertaining to the Mobile Intellectual Property rights therein;
- (b) Institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all of the Intellectual Property and the rights therein; and
- (c) Defend and comprise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

Section 6. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates, and their respective directors, officers, shareholders, employees, contractors, representatives, and agents from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including

without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to the subject matter of this Assignment.

Section 7. Survival. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8. Governing Law. The laws of the State of Florida govern all matters arising out of or related to this Assignment.

Section 9. Severability. In the event that any term of this Assignment is held to be invalid or unenforceable, such term or terms shall be null and void and shall be severed from this Assignment. All remaining terms of this Assignment shall remain in full force.

Section 10. Waiver. The failure by either party to enforce any right hereunder shall not be deemed a waiver of that or any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

Section 11. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

Section 12. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them in this Assignment or as defined in the Official Rules of the Contest. **IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed by their duly authorized representatives, and to be effective as of the date first above written.

AGREED AND ACCEPTED:

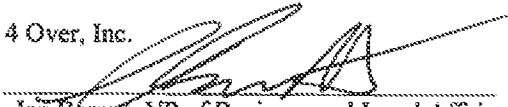
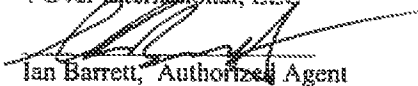
<p>ASSIGNOR: 4 Over, Inc.  Ian Barrett, VP of Business and Legal Affairs</p>	<p>ASSIGNEE: 4 Over International, LLC  Ian Barrett, Authorized Agent</p>
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Exhibit A

Patents:

Jurisdiction	Application No.	Filing Date	Patent No.	Patent Date	Related Product
USA	13/544,899	7/2/2012	2013/0013358 A1	1/10/2013	Abandoned
USA	13/544,910	7/2/2012	2013/00133453 A1	1/10/2013	Abandoned
USA	13/544,952	7/2/2012	2013/00133454 A1	1/10/2013	Abandoned
USA	13/544,966	7/9/2012	2013/0013450 A1	1/10/2013	Abandoned

Trademarks:

Trademark / Logo	Application No.	Registration No.	Registration Date
Perfecting Your Profits	77/448,902	3,534,010	11/18/2008
Super Trade Printer	77/458,596	3,614,093	4/28/2009
4 Over	78/979,538	3,531,094	1/11/2008
IN4M	85/282,551	4,045,299	3/31/2011
Memories Publisher	85/202,282	4,002,368	7/26/2011

Trademark / Logo	Application No.	Registration No.	Registration Date
Campus Memories	85/202,289	4,112,859	3/13/2012
Grand4mat.Com Posters, Banners, Indoor, Outdoor	85/364,701	4,319,555	4/16/2013
Perfecting Your Profits (Canada)	1,516,978	TMA 833,463	10/03/2012
4 Over (Canada)	1,516,977	TMA 833,464	10/03/2012
Con4rm™	No trademark application or registration filed Trademark in use		
Con4rmation Tool™	No trademark application or registration filed Trademark in use		
4Cents™	No trademark application or registration filed Trademark in use		
Puzzmuzz™	No trademark application or registration filed Trademark in use		
Korokards™	No trademark application or registration filed Trademark in use		

Trademark / Logo	Application No.	Registration No.	Registration Date
Tbuki™	No trademark application or registration filed Trademark in use		
Bepo™	No trademark application or registration filed Trademark in use		
Airographics™	No trademark application or registration filed Trademark in use		
4 Printers Only™	No trademark application or registration filed Trademark in use		
Colour Concepts™	No trademark application or registration filed Trademark in use		

Domain Names and Other Intellectual Property

1. 14PT.COM
2. 187778CARDS.COM
3. 1GOODPRINT.COM
4. 2GHTS.COM
5. 4 Over.AT
6. 4 Over.BE
7. 4 Over.BIZ
8. 4 Over.CA
9. 4 Over.COM
10. 4 Over.COM.BR

11. 4 Over.COM.CO
12. 4 Over.COM.ES
13. 4 Over.ES
14. 4 Over.EXPOSED
15. 4 Over.FAIL
16. 4 Over.FR
17. 4 Over.GRIPE
18. 4 Over.IT
19. 4 Over.MX
20. 4 Over.NET
21. 4 Over.NL
22. 4 Over.WTF
23. 4 Over1.COM
24. 4 Over2.COM
25. 4 Over3.COM
26. 4 OverGRAPHICS.COM
27. 4 OverMARKETPLACE.COM
28. 4 OverTRADE.COM
29. 4PRINTERONLY.COM
30. 4VLF.COM
31. 877-78CARDS.COM
32. 87778CARDS.COM
33. 88LOGIC.COM
34. AIROGRAPHICS.COM
35. AKUAFOIL.COM
36. bd-4 Over.com
37. BEPO3.COM
38. Businessprintingguide.com
39. CAMPUSMEMORIES.COM
40. CAMPUSMEMORY.COM
41. CIP7.COM
42. CODEROOL.COM
43. COLOURCONCEPTSINC.COM
44. CON4RM.COM
45. CONFIRMPROOF.COM
46. CURLYCANVAS.COM
47. customprintingguide.com
48. d4po.com
49. design4printonline.com
50. designforprintonline.com
51. designfourprintonline.com
52. DIZ4BIZ.COM
53. EDDM-R.COM
54. EDDMEASY.COM
55. EDDMEZ.COM
56. EDDMPRINTCENTER.COM
57. EDDMPUBLISHER.COM

58. EDDMPUBLISHER.NET
59. EDDMPUBLISHER.ORG
60. EDDMR.COM
61. EDDMSHOP.COM
62. EDDMSTUDIO.COM
63. EDDMSTUDIOPLUS.COM
64. EZDDM.COM
65. FPO1.COM
66. FPODEVELOPMENT.COM
67. fullcolorwow.com
68. GRA5.COM
69. GRAND4MAT.CO
70. GRAND4MAT.COM
71. GRAYDEUCE.COM
72. INKPALA.COM
73. INSTANTFLYERS.COM
74. IRISPROOFS.COM
75. JUSTCUTOUT.COM
76. JUSTCUTOUTS.COM
77. LARGE4MAT.COM
78. LARGEFOURMAT.COM
79. LOGOLY.COM
80. MBEGREETINGCARDS.COM
81. MEMORIESCREATOR.COM
82. MEMORIESPUBLISHER.COM
83. NINESPARK.COM
84. ONEGOODPRINT.COM
85. onlinedesignwizard.com
86. onlineprintwizard.com
87. PARTNERPRINTING.COM
88. PEACHTONE.COM
89. PRINTCENTERSTORE.COM
90. PRINTDATASOURCE.COM
91. printingxchange.com
92. PRINTROYALE.COM
93. PROMOXL.COM
94. PUZZMUZZ.COM
95. QODEROOL.COM
96. REMINDCARD.COM
97. REMINDCARDS.COM
98. SECTION4332.COM
99. T-BUKI.COM
100. TBUKI.COM
101. theoutsourcedadvantage.com
102. THEUPSSTOREPREVIEW.COM
103. TOOT5.COM
104. UR85.COM
105. youroutsourcedadvantage.com

106. 4OVER.CA
107. 4OVER.COM.BR
108. 4OVER.COM.CO
109. 4OVERGRAPHICS.COM
110. TRADE.4OVER.COM

Other Intellectual Property

1. Partner Printing-DBA Filing in Riverside and Los Angeles Counties, CA
2. All graphics and designed by Linda Voge
3. DBA filings in Los Angeles County for Partner Printing, Postmaster Mailing, FPO Networks, 4 Printers Only