

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tel Phil Enterprises, Inc.		05/16/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ovations Fanfare, L.P.		
Street Address:	3601 S. Broad Street		
City:	Philadephia		
State/Country:	PENNSYLVANIA		
Postal Code:	19148		
Entity Type:	Limited Partnership: PENNSYLVANIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1848770	MARKET PLACE SALE	
Registration Number:	1685359	MARKET PLACE SALE	
Registration Number:	1757187	MARKET PLACE SALE ORANGE COUNTY MARKET P	
Registration Number:	1826680	ORANGE COUNTY MARKET PLACE	
Registration Number:	1727674	ORANGE COUNTY MARKET PLACE	
Registration Number:	1856950	ORANGE COUNTY MARKET PLACE	
Registration Number:	2202420	ORANGE COUNTY MARKET PLACE	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	2152992085		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	Fox Rothschild LLP		
Address Line 2:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
NAME OF SUBMITTER:	Michael J. Leonard		
SIGNATURE:	/michael leonard/		
DATE SIGNED:	06/02/2016		

OP \$190.00 1848770

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), having an effective date of 30 March 2016, is entered into by and among Tel Phil Enterprises, Inc., a California corporation ("Assignor") and Ovations Fanfare, L.P., a Pennsylvania Limited Partnership ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement and a General Assignment and Assumption Agreement on 30 March 2016 (the "Asset Purchase Agreement"), in which Assignor agreed to convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to certain properties, assets, rights, claims and contracts related to Seller's Business; and

WHEREAS, the Capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Liens, all right, title and interest in and to the trademarks associated with Seller's Business including but not limited to those listed on Exhibits A & B (the "Trademarks"), together with the goodwill of the business(es) that is/are symbolized by the Trademarks and the portion of the Assignor's business that is associated with the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks or with domain name registrars.

4. Entire Agreement. This Assignment, the Asset Purchase Agreement and the Assignment and Assumption Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

6. Counterparts. This Assignment may be executed in two or more counterparts, including by facsimile or electronic signature, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

TEL PHIL ENTERPRISES, INC.

By: [Signature]

Name: ROBERT H. TELCA

Title: PRESIDENT

Date: 5-16-16

OVATIONS FANFARE, L.P.,

By: [Signature]

Name: [Signature]

Title: Joseph O'Connell, Jr. General Partner

Date: 5/16/16

EXHIBIT A
TRADEMARKS (Federal)

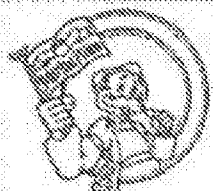
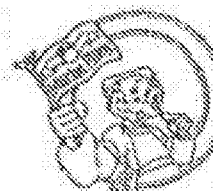

Mark	App. No./Reg. No.	Status
<u>MARKET PLACE SALE and Design</u> 	RN: 1848770 SN: 74177181	Renewed August 9, 2014
<u>MARKET PLACE SALE and Design</u> 	RN: 1685359 SN: 74177182	Renewed May 5, 2012
<u>MARKET PLACE SALE ORANGE COUNTY MARKET PLACE and Design</u> 	RN: 1757187 SN: 74177180	Renewed March 9, 2013
<u>ORANGE COUNTY MARKET PLACE</u>	RN: 1826680 SN: 74177184	Renewed March 15, 2014
<u>ORANGE COUNTY MARKET PLACE</u>	RN: 1727674 SN: 74177185	Renewed October 27, 2012
<u>ORANGE COUNTY MARKET PLACE</u>	RN: 1856950 SN: 74177183	Renewed October 4, 2014
<u>ORANGE COUNTY MARKET PLACE</u>	RN: 2202420 SN: 74525379	Renewed November 10, 2008

EXHIBIT B

TRADEMARKS (California)

Mark	Reg. No.	Status
<u>Design Only</u>	RN: CA 94508	Renewed August 7, 2001
<u>ORANGE COUNTY MARKET PLACE</u>	RN: CA 94507	Renewed August 7, 2011
<u>ORANGE COUNTY MARKET PLACE (Stylized)</u>	RN: CA 40072	Renewed February 20, 2012
<u>ORANGE COUNTY MARKET PLACE (Stylized)</u>	RN: CA 40045	Renewed February 18, 2002
<u>ORANGE COUNTY MARKET PLACE (Stylized)</u>	RN: CA 38753	Renewed June 24, 2011
<u>ORANGE COUNTY MARKET PLACE and Design</u>	RN: CA 39162	Renewed August 28, 2011

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