

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392581

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900367555		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ender Labs LLC		06/02/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Ender Labs, Inc.		
Street Address:	224 South 200 West, Suite 100		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4646824	EVENTBOARD	
CORRESPONDENCE DATA			
Fax Number:	8017995802		
<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:	8017995802		
Email:	docket@hollandhart.com		
Correspondent Name:	Bryan G. Pratt		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	83882.0002		
NAME OF SUBMITTER:	Bryan G. Pratt		
SIGNATURE:	/bgp/		
DATE SIGNED:	07/25/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of June 2, 2016, is made by Ender Labs LLC (“Seller”), a Utah limited liability company, in favor of Ender Labs Inc. (“Buyer”), a Delaware corporation.

WHEREAS, Seller desires to convey, transfer and assign to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For consideration of the sum of Ten Dollars (\$10.00) to Seller in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (“Licenses”);

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and

legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

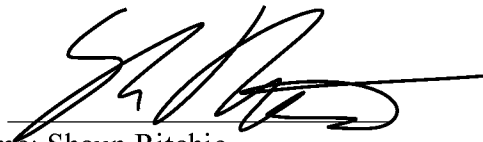
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Salt Lake County, State of Utah, in any legal suit, action or proceeding arising out of or based upon this Agreement.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Ender Labs LLC


By: 

Name: Shaun Ritchie

Title: President

AGREED TO AND ACCEPTED:

Ender Labs Inc.

By: 

Name: Shaun Ritchie

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARK APPLICATION

Trademark	Registration No.	Filing Date
EVENTBOARD	4646824	7 October 2013