

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391336

<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>
AT Conference Inc.		02/01/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARkadin, Inc.		
<b>Street Address:</b>	5 Concourse Parkway		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4160563	AT CONFERENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158511420		
<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>	215-851-1428		
<b>Email:</b>	phlipdocketing@reedsmith.com, karmellino@reedsmith.com		
<b>Correspondent Name:</b>	Mark T. Vogelbacker		
<b>Address Line 1:</b>	1717 Arch Street, Suite 3100		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Mark T. Vogelbacker		
<b>SIGNATURE:</b>	/Mark T. Vogelbacker/		
<b>DATE SIGNED:</b>	07/13/2016		
<b>Total Attachments: 5</b>			
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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February 1, 2016 (the "Effective Date") between Arkadin, Inc., a Delaware corporation ("Assignee"), and AT Conference Inc., a New York corporation (the "Assignor"). Each of the Assignor and Assignee is a "Party", and together are the "Parties", to this Assignment.

WITNESSETH:

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement by and among the Parties and David Jannetti dated December 22, 2015 and relating to certain assets and liabilities of the Assignor, dated as of the Effective Date (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer the Seller Intellectual Property to Assignee, subject to the terms and conditions set forth in this Assignment; and

WHEREAS, terms that are used but not defined in this Assignment have the same meanings as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. Assignment of Intellectual Property Rights. Through this instrument, the Assignor hereby sells, grants, conveys, transfers and assigns to Assignee all of the Assignor's right, title and interests in and to the Seller Intellectual Property. The foregoing assignment of rights by the Assignor to Assignee is all-inclusive and is without reservation of any right, title, interest or use, whether now existing or subsequently arising. Assignor sells, transfers, conveys, assigns, and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Seller Intellectual Property, including, without limitation, if and to the extent in existence, any and all copyrights, non-registered trademarks and other intellectual property. Assignor shall transfer and convey the Seller Intellectual Property to Assignee free of all liens, encumbrances, pledges, security interests, or any other claims of third parties.

2. Compensation. The Assignor shall receive as complete compensation for the Seller Intellectual Property, such portion of the purchase price as is allocated thereto by the Parties pursuant to Section 1.7 of the Purchase Agreement, to be paid as set forth in the Purchase Agreement.

3. Further Instruments. The Assignor has executed and delivered to Assignee the USPTO form assignment document annexed hereto for the registered mark "AT Conference", and shall execute, acknowledge, and deliver to Assignee, within five (5) days of Assignee's request for the same, such further instruments and documents as Assignee may request from time to time to facilitate registration of any filings or record the transfers made in this Assignment in any public office, to give notice or evidence of Assignee's exclusive rights to exploit the

products identified in this Assignment, or to exercise all the rights arising under this Assignment anywhere in the world.

4. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor, but in behalf of and for the benefit of Assignee: (i) to assign the Seller Intellectual Property to Assignee; (ii) to demand and receive from time to time any and all of the Seller Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (iii) to institute, prosecute, compromise, and settle any and all actions or proceedings that Assignee may deem proper to collect, assert, or enforce any claim, right or title of any kind in or to the Seller Intellectual Property; (iv) to defend or compromise any or all actions or proceedings in respect of any of the Seller Intellectual Property; and (v) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iv) as Assignee shall deem desirable. Assignor acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Assignor in any manner or for any reason.

5. **Incorporation of Representations and Warranties.** This Assignment is subject to the representations, warranties, covenants and agreements contained in the Purchase Agreement (collectively, the "Purchase Agreement Provisions") and nothing set forth in this Bill of Sale shall modify or supersede any of the Purchase Agreement Provisions.

6. **Binding Effect.** This Assignment is binding upon and shall inure to the benefit of Assignee and its successors and assigns, and the Assignor and its successors and assigns. This Assignment supersedes any prior understandings, written agreements, or oral arrangements between the parties that concerns the subject matter of this Assignment. No alteration or modification of any this Assignment's provisions will be valid unless made in a written instrument signed by all parties.

7. **Applicable Law.** Section 10.12 of the Purchase Agreement is hereby incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment and Transfer of Intellectual Property to be duly executed as of the date first written above.

Assignor:

A T CONFERENCE, INC.

By: 

Name: David Jannetti

Title: President

Assignee:

ARKADIN, INC.

By: 

Name: Mark Alexander

Title: President

ASSIGNMENT OF TRADEMARK

Re: Trademark: AT CONFERENCE (standard character mark)  
USPTO Reg. No.: 4,160,563

WHEREAS A T Conference Inc., Suite 250, 33 Flying Point Road, Southampton, New York 11968 ("Assignor") has adopted, used and is using the standard character mark AT Conference, United States Patent and Trademark Office Registration number 4,160,563 (the "Mark") and;

WHEREAS Arkadin, Inc., 5 Concourse Parkway, Atlanta, Georgia 30328 ("Assignee") is desirous of acquiring any and all rights Assignor may hold in the Mark and registration thereof, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringement thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the Mark and the registration therefor, together with that part of the good will of the business connected with the use of and symbolized by the Mark under this assignment agreement (the "Assignment"). Assignor further assigns any and all rights to sue and recover damages for infringements to said Mark occurring prior to this Assignment.

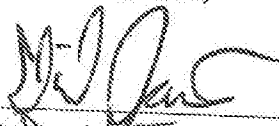
Assignor agrees to execute and deliver at the request of the Assignee, all paper, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the

require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, the undersigned have each executed and delivered this Assignment as of the date set forth below.


Assignor:

A T Conference Inc.,

By:   
Name: David Jannetti  
Title: President  
Date: 2/1/2016

Assignee:

Arkadin, Inc.,

By:   
Name: Mark Alexander  
Title: President  
Date: 2/1/2016