

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394160

<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>
SeatSmart, Inc.		07/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIQIQ, Inc.		
<b>Street Address:</b>	140 W. 36th Street. 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86408063	SEATSMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	sbloom@khrq.com		
<b>Correspondent Name:</b>	Kastner Huggins Reddien Gravelle LLP		
<b>Address Line 1:</b>	801 W. 5th Street, Suite 105		
<b>Address Line 4:</b>	Austin, TEXAS 78703		
<b>NAME OF SUBMITTER:</b>	Jonathan Spencer Bloom		
<b>SIGNATURE:</b>	/Jonathan Spencer Bloom/		
<b>DATE SIGNED:</b>	08/08/2016		
<b>Total Attachments: 4</b>			
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## **Exhibit B - Intellectual Property Assignment Agreement**

This Intellectual Property Assignment Agreement (this “Intellectual Property Assignment”) dated July 22, 2016 (the “Effective Date”), is by and between SeatSmart, Inc. a Delaware corporation (“Seller”) and TIQIQ, Inc., a Delaware corporation (“TIQIQ” or “Buyer”) and pursuant to that certain Asset Purchase Agreement and Plan of Reorganization (the “Purchase Agreement”), dated as of July 22, 2016, by and between Seller and Buyer. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement. Buyer and Seller agree as follows:

1. **Intellectual Property Assignment.** The Seller hereby assigns to the Buyer, its successors and assigns, for good and sufficient consideration in connection with execution of the Purchase Agreement, its entire right, title and interest in and to any and all of the Intellectual Property owned by Seller that exist as of the date hereof, and relating to the Purchased Business.

2. **Intellectual Property Definition.** “Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations, including, without limitation, the service mark registration listed on Attachment 1 hereto, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

4. **Further Assurances.** The Seller agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Buyer, to evidence and perfect the foregoing assignment and fully implement the Buyer’s proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyright registrations, patents or trademark registrations and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights. The Seller further agrees that if the Buyer is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright registration, trademark registration or other proprietary right covering any Intellectual Property assigned to the Buyer above, then the Seller hereby irrevocably designates and appoints the Buyer its duly authorized officers and agents as the Seller’s agent and attorney-in-fact, to act for and in the Seller’s behalf and stead solely to execute and file any such applications and to do all other lawfully permitted and necessary acts to further the prosecution and issuance of patents, copyright registrations, trademark registrations and other registrations thereon with the same legal force and effect as if executed by the Buyer.

3. **Terms of Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to all representations and warranties relating to the Intellectual Property, are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

4. **Governing Law.** This Intellectual Property Assignment and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of New York applied without regard to conflict of law principles.

5. **Amendment.** This Intellectual Property Assignment may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

6. **Counterparts.** This Intellectual Property 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. Facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as an original signed copy.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed.

**SeatSmart, Inc.**

DocuSigned by:  
*Brett Cohen*  
By: \_\_\_\_\_  
Name: BDB95B9A8B8E4A5...  
Brett Cohen  
Title: Chief Executive Officer

**Accepted and Agreed:**

**TIQIQ, Inc.**

*Jesse Lawrence*  
By: \_\_\_\_\_  
Name: Jesse Lawrence  
Title: CEO

**Attachment A to Intellectual Property Assignment Agreement**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SEATSMART	86408063	September 27, 2014	4849287	November 10, 2015