

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397508

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINCYFRIEND, LLC		08/06/2016	Corporation : OHIO
Jeff Mason		08/06/2016	INDIVIDUAL: UNITED STATES
<i>Limited Liability Company MEM 9/9/2016</i>			
RECEIVING PARTY DATA			
Name:	FERN EXPOSITION SERVICES, LLC		
Street Address:	645 Linn Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86800784	KIWILIVE	
Serial Number:	86800535	KIWILIVE	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135796590		
Email:	mmusekamp@kmlaw.com		
Correspondent Name:	Mark E. Musekamp		
Address Line 1:	One East 4th Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	WC3000/CG0002		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/Mark E. Musekamp/		
DATE SIGNED:	09/06/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of August 6, 2016, is made by CINCYFRIEND, LLC, an Ohio limited liability company located at 1691 Sherman Avenue, Cincinnati, Ohio 45209 ("**Company**") and Jeff Mason, the only member and sole equity owner of the Company, whose address is 1691 Sherman Avenue, Cincinnati, Ohio 45212 ("**Owner**" and, collectively with Company, "**Seller**"), in favor of FERN EXPOSITION SERVICES, LLC, a Delaware limited liability company located at 645 Linn Street, Cincinnati, OH 45203 ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues, including without limitation, those set forth on Schedule 1 hereto (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the Purchased Assets (as defined in the Asset Purchase Agreement);

(d) 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;

(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, 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 Patents and 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 IP 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

CINCYFRIEND, LLC

By: Jeff Mason
Name: Jeff Mason
Title: Sole Member

Jeff Mason
Jeff Mason, Individually

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

SELLER:

CINCYFRIEND, LLC

By: _____

Name: Jeff Mason


Title: Sole Member

Jeff Mason, Individually

SCHEDULE I

Title	Owner	Application Number	Status
INFORMATION SHARING BETWEEN PRESENTER AND AUDIENCE	Jeff Mason, Cincinnati, OH (US)	61/877,525	Expired September 14, 2014
INFORMATION SHARING BETWEEN A HOST AND AUDIENCE	Jeffrey Scott Mason, Cincinnati, OH (US)	14/462,703	Pending Filed: August 19, 2014

SCHEDULE II

TM/AN/RN/Disclaimer	Owner	Full Goods/Services	Status/Key Dates
<p><u>KIWLIVE</u> RN: 4977861 SN: 86800784</p>	<p>Cincyfriend, LLC (Ohio Limited Liability Company) 1691 Sherman Ave Cincinnati Ohio 45209</p>	<p>(Int'l Class: 38) providing an on-line forum for real time communications between presenters, performers, and audience members; providing telecommunication connectivity services for transfer of images, messages, audio, visual, audiovisual and multimedia works; provision of access to data or documents stored electronically in central files for remote consultation; transmission and delivery of data, documents, and files via the internet</p>	<p>Registered June 14, 2016</p> <p>Int'l Class:38 First Use:March 1, 2015</p> <p>Filed: October 27, 2015 Application Published: March 29, 2016 Registered: June 14, 2016</p>
<p><u>KIWLIVE and Design</u></p>  <p>RN: 4992435 SN: 86800535</p> <p>Disclaimer: "LIVE"</p>	<p>Cincyfriend LLC (Ohio Limited Liability Company) 1691 Sherman Ave Cincinnati Ohio 45209</p>	<p>(Int'l Class: 42) providing a website featuring technology that enables users to upload, download, and access files in connection with presentations</p>	<p>Registered July 5, 2016</p> <p>Int'l Class:42 First Use:July 1, 2015</p> <p>Filed: October 27, 2015 Application Published: April 19, 2016 Registered: July 5, 2016</p>