TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM399773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fastcustomer, Inc.		11/10/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Final, Inc.	
Street Address:	1729 TELEGRAPH AVENUE, SUITE B	
City:	OAKLAND	
State/Country:	CALIFORNIA	
Postal Code:	94612	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85468953	FASTCUSTOMER

CORRESPONDENCE DATA

Fax Number: 4084141076

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.

Phone: 4084141202

Email: trademarks@h35g.com Christopher J. Palermo Correspondent Name:

Address Line 1: 1 Almaden Boulevard - Floor 12 Address Line 4: San Jose, CALIFORNIA 95113

NAME OF SUBMITTER:	Christopher J. Palermo
SIGNATURE:	/ChristopherJPalermo/
DATE SIGNED:	09/26/2016

Total Attachments: 4

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> **TRADEMARK** REEL: 005884 FRAME: 0955

900379302

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this "<u>Agreement</u>"), effective as of November 10, 2014 ("<u>Effective Date</u>"), is by and between Final, Inc., a Delaware corporation ("<u>Assignee</u>") and Fastcustomer, Inc., a Delaware corporation ("<u>Assignor</u>"), the purchaser of certain assets of Assignor pursuant to that certain Asset Assignment Agreement by and between Assignor and Assignee of even date herewith (the "Assignment Agreement").

WHEREAS, under the terms of the Assignment Agreement, Assignor has agreed to transfer, convey and assign, among other assets, certain intellectual property of Assignor, and agreed to execute and deliver this Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and any foreign equivalent thereof.

NOW THEREFORE, the parties agree as follows:

- 1. Assignment. In consideration for the execution of the Assignment Agreement, the payment of the consideration stipulated in the Assignment Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby perpetually, irrevocably and unconditionally transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"), together with all goodwill associated with the use of or symbolized by the Assigned IP:
- (a) the patent application set forth on Schedule 1 hereto, the ideas and inventions disclosed and claimed therein, all other patents and patent applications claiming the benefit of the filing date of any of the aforementioned patent applications, all continuations, divisionals, renewals, substitutes, extensions, conversions, continuations-in-part, reissues, provisionals, reexaminations, or equivalents thereof, and all patents issuing in respect of the foregoing, in the United States and throughout the world;
- (b) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) 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
- (e) 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

TRADEMARK REEL: 005884 FRAME: 0956 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. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Assignee. At Assignee's expense, Assignor shall take such steps and actions that is necessary to evidence, record and perfect the assignments hereunder, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.
- 3. General Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of California, without regard to conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and which together shall constitute one and the same document.

[Signature Page Follows]

TRADEMARK REEL: 005884 FRAME: 0957 IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent and Trademark Assignment Agreement as of the Effective Date.

Fastcustomer, Inc.

By: Name: Aaron Dragushan

Title: President

AGREED TO AND ACCEPTED:

FINAL, INC.

Name: Aaron Frank

Title: Chief Executive Officer

TRADEMARK
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SCHEDULE 1

ASSIGNED IP

Patents

U.S. Patent Application No. 62/037,771

Trademarks

U.S. Trademark No. 85,468,953

TRADEMARK REEL: 005884 FRAME: 0959

RECORDED: 09/26/2016