

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upshot Holdings, Inc.		09/22/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Upshot, Inc.		
Street Address:	350 N. Orleans, 5th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2270378	UPSHOT	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	45062-0002		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	09/28/2016		
Total Attachments: 2			
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source=9-27 - Trademark Assignment to Upshot#page2.tif			

CH \$40.00 2270378

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of September 22, 2016 (the "Effective Date"), is made effective between Upshot Holdings, Inc., an Illinois corporation located at 350 N. Orleans, 5th Floor, Chicago, IL 60654 ("Assignor"), and Upshot, Inc., a Delaware corporation located at 350 N. Orleans, 5th Floor, Chicago, IL 60654 ("Assignee").

WHEREAS, Assignor is the owner of U.S. registration number 2270378 for the trademark UPSHOT; and

WHEREAS, in connection with a reorganization of corporate assets, Assignor has agreed to assign the Trademark to its subsidiary, Assignee, including the goodwill associated with the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

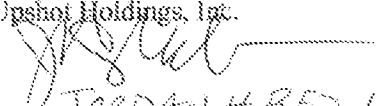
1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, as of the Effective Date, all of Assignor's worldwide right, title and interest in and to the Trademark and any and all goodwill of the business symbolized thereby, including without limitation all rights therein provided by international conventions and treaties, the right to sue or otherwise recover for past, present and future infringement or misappropriation thereof, and all income, damages and other payments now and hereafter due and/or payable with respect thereto.

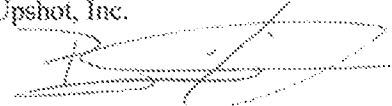
2. Assignor shall execute and deliver any such further conveyance instruments and take such further actions, in each instance at Assignee's expense, as may be necessary or desirable to evidence more fully the transfer of the Trademarks.

3. This Assignment and all the terms hereof shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successor, assigns and legal representatives.

[SIGNATURE PAGE FOLLOWS]

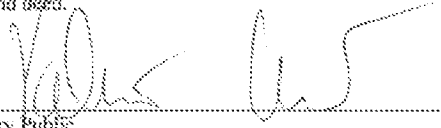
IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the Effective Date by their duly authorized representatives.

ASSIGNOR
Upshot Holdings, Inc.

By: JORDAN H REDNOR
Its: CHAIRMAN/SEC'T

ASSIGNEE
Upshot, Inc.

By: BRIAN R SLEDGE
Its: PRESIDENT & CEO

STATE OF New York)
COUNTY OF New York) SS:

On this 27 day of September, 2016, before me appeared JORDAN H REDNOR who, being by me duly sworn, did say that he/she is the Chairman/Secretary of ASSIGNOR, a corporation of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing TRADEMARK ASSIGNMENT ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.


Notary Public

My commission expires: 08/25/2018

