

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tindie, Inc.		07/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Supply Frame, Inc.		
Street Address:	51 W Dayton Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91105		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4357954	TINDIE	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	650-843-5096		
Email:	trademarks@cooley.com		
Correspondent Name:	Anne H. Peck, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Sheri Corallo		
SIGNATURE:	/Sheri Corallo/		
DATE SIGNED:	10/06/2016		
Total Attachments: 15			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is entered into as of July 30, 2015, by and among: **SUPPLY FRAME, INC.** a California corporation (“**Purchaser**”) and **TINDIE, INC.**, a Delaware corporation (“**Seller**”). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITAL

Seller and Purchaser wish to provide for the sale of the Transferred Assets (as defined in Section 1) to Purchaser on the terms, and subject to the conditions, set forth in this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF TRANSFERRED ASSETS.

1.1 Transferred Assets. At the Closing (as defined in Section 1.8), the Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser all of the Transferred Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, “**Transferred Assets**” shall mean (a) all of the Intellectual Property and Intellectual Property Rights that are owned by Seller and that are used in, held for use or necessary for the conduct of the Business, including but not limited to the Intellectual Property and Intellectual Property Rights identified on Schedule 1.1(a) (the “**Transferred IP**”); (b) those tangible assets identified on Schedule 1.1(b) that are owned by Seller and that are used in, held for use or necessary for the conduct of the Business, (c) all of Seller’s claims and causes of action against third parties related to the assets listed in clause (a), whether known or unknown, contingent or noncontingent, (d) all of Seller’s rights to enforce such right, title and interest, including the right to sue and recover any sums whether due, payable, accrued or arising before, on or after the Closing with respect to any of the assets listed in clause (a) (it being understood that the transfers contemplated by this Section 1.1 are intended to be absolute transfers and not by way of security) and (e) all goodwill associated with the assets listed in clause (a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

PURCHASER:

Supply Frame, Inc.

By: 
Name: Michael T. Placido
Title: Chief Financial Officer

SELLER:

Tindie, Inc.

By: _____
Name:
Title:

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

PURCHASER:

Supply Frame, Inc.

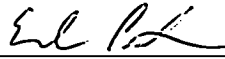
By: _____

Name: Michael T. Placido

Title: Chief Financial Officer

SELLER:

Tindie, Inc.

By:  _____

Name: Emile Petrone

Title: President

Asset Purchase Agreement Signature Page

EXHIBIT A
CERTAIN DEFINITIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Intellectual Property. “Intellectual Property” shall mean algorithms, apparatus, databases, data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including Source Code and executable or object code), techniques, user interfaces, URLs, websites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

Intellectual Property Rights. “Intellectual Property Rights” shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(e)” above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

