

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hammerless, Inc.		09/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Auction Mobility LLC		
Street Address:	192 South Street		
Internal Address:	Suite 600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86860096	THE TRUSTED MARKETPLACE	
Registration Number:	4623266	LOFTY	
Registration Number:	4101765	LOFTY	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	+1.617.348.3047		
Email:	RDGiacchetti@mintz.com, jddib@mintz.com		
Correspondent Name:	Robert Giacchetti		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	43115-001		
NAME OF SUBMITTER:	Robert Giacchetti		
SIGNATURE:	/Robert Giacchetti /		
DATE SIGNED:	10/13/2016		
Total Attachments: 4	source=Trademark Assignment#page1.tif		

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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Assignment**”) is effective this 27th day of September 2016. It is by and between Hammerless, Inc. a Delaware corporation (“**we**”), and Auction Mobility LLC, a Delaware limited liability company (“**you**”).

Recitals

We own all rights, title, and interest in and to the marks as set forth in Exhibit 1 (collectively, the “**Marks**”) and have certain rights to and valuable goodwill connected with and symbolized by the Marks.

You wish to acquire the entire rights, title, and interest in the Marks.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1 ASSIGNMENT

- 1.1 We hereby irrevocably assign, transfer, and otherwise convey to you all rights, title, and interest in and to the Marks in the United States and all jurisdictions symbolized by the Marks to the fullest extent that we could have held and enjoyed had this sale, assignment, transfer, and conveyance not been made. This includes, without limitation, all registration rights with respect to the Marks within or outside the United States based in whole or in part upon the Marks, the right to renew any registrations, all rights to prepare derivative marks, any priority right that may arise from the Marks, all goodwill, and all other rights.
- 1.2 We authorize the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations and applications for registration set forth in Exhibit 1 to you as assignee of our entire right, title and interest therein. We agree to further execute any documents reasonably necessary at any time now or in the future to effect or perfect this assignment or to confirm your Ownership of the Marks.

IN WITNESS, the parties have executed this Assignment on the day and year first above written.

(We/Us): HAMMERLESS, INC.

(You): AUCTION MOBILITY LLC

By: [Signature]
Title: CEO

By: _____
Title: _____

STATE OF New York)
County of New York) ss.

On this 27th day of Sept, 2016, before me the undersigned officer, personally appeared Mark Lund, known personally to me (or proved to me on the basis of satisfactory evidence) to be the CEO of the above-named Hammerless, Inc., and that he or she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such officer.

Such officer, being first duly sworn, stated upon oath that said application, and all exhibits submitted herewith, are true and correct.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

[Signature]

Notary Public

My Commission Expires: May 21, 2019

DAVID LEVER
Notary Public, State of New York
No. 01LE6166245
Qualified in New York County
Commission Expires May 21, 2019

IN WITNESS, the parties have executed this Assignment on the day and year first above written.

(We/Us): HAMMERLESS, INC.

(You): AUCTION MOBILITY LLC

By: _____
Title: Mark Lurie, CEO

By: 
Title: Doug Brenhouse, President

STATE OF [])
) ss.
County of [])

On this ___ day of _____, 2016, before me the undersigned officer, personally appeared _____, known personally to me (or proved to me on the basis of satisfactory evidence) to be the _____ of the above-named Hammerless, Inc., and that he or she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such officer.

Such officer, being first duly sworn, stated upon oath that said application, and all exhibits submitted herewith, are true and correct.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Schedule 3.6(b)

**Exhibit 1 to Trademark Assignment Agreement
Marks**

Monday, September 19, 2016		Trademark List by Trademark					Page 1 of 3
Trademark	Client Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal	
LOFFY	<u>0283-02</u> United States of America	ORD	83914301 25-Apr-2013	22-Apr-2014	4823268 21-Oct-2014	Registered 21-Oct-2024	
Owner:		Attorneys: <u>AF</u>					
Client: <u>Hammerless, Inc.</u>		Client Ref:					
Agent:		Agent Ref:					
Classes: 35 Int., 36 Int.							
Goods: 35 Int. Online retail store services and operating on-line marketplaces featuring fine and decorative art, furniture, ceramics, glassware, silverware, collectibles and other valuable personal property; on-line consignment store services featuring fine and decorative art, furniture, ceramics, glassware, silverware, pre-owned and estate jewelry, pre-owned and estate watches, collectibles and other valuable personal property							
36 Int. Appraisal of personal property for others, namely, appraisal of fine and decorative art, furniture, ceramics, glassware, silverware, jewelry, watches, collectibles and other valuable personal property							
Remarks: ECF filed, Deadline for Amicus to oppose our mark - Amicus v. Hammerless 8-26-14							
LOFFY	<u>0283-02</u> United States of America	ORD	85346056 14-Jun-2011		4191765 21-Feb-2012	Registered 21-Feb-2022	
Owner:		Attorneys: <u>AF</u>					
Client: <u>Hammerless, Inc.</u>		Client Ref:					
Agent:		Agent Ref:					
Classes: 35 Int., 36 Int., 43 Int.							

Monday, September 19, 2016		Trademark List by Trademark					Page 2 of 3
Trademark	Client Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal	
Classes: 35 Int. Providing an interactive website which promotes temporary lodging and the rental of rooms, homes, apartments and condos, through offering prospective renters property descriptions, text, price, location, maps and other information that would be influential to prospective renters in making a rental decision, via the Internet, mobile devices, wireless communications devices or global communications networks; Operating on-line marketplace featuring homes, apartments and condos for temporary lodging via the Internet, mobile devices, wireless communications devices, interactive television or global communications networks; Advertising services, namely, advertising real estate properties for rental, over the Internet, mobile devices, wireless communications devices, interactive television or global communications networks							
36 Int. Providing an on-line searchable database featuring information in the field of real estate rentals for access via the Internet, mobile devices, wireless communications devices, interactive television or global communications networks; Real estate listing services for housing rentals, apartment rentals, room rentals and condo rentals; Providing an Internet website portal offering information in the fields of real estate concerning rental of rooms, homes, apartments, and condos for access via the Internet, mobile devices, wireless communications devices, interactive television or global communications networks							
43 Int. Reservation of rooms, homes, apartments and condos for travelers; Providing personalized information about hotels and temporary accommodations for travel via the Internet, mobile devices, wireless communications devices, interactive television or global communications networks; Providing travel lodging information services and travel lodging booking agency services for travelers; Travel agency services, namely, making reservations and booking for temporary lodging, providing an on-line searchable database featuring information in the field of temporary housing and lodging for access via the Internet, mobile devices, wireless communications devices, interactive television or global communications networks							
Remarks:							
THE TRUSTED MARKETPLACE	<u>0283-02</u> United States of America	2 ORD	8636086 29-Dec-2015			Action	
Owner: <u>Hammerless, Inc.</u>		Attorneys: <u>AF</u>					
Client: <u>Hammerless, Inc.</u>		Client Ref:					
Agent:		Agent Ref:					
Classes: 35 Int.							
Goods: 35 Int. Online retail store services and operating on-line marketplaces featuring fine art and decorative art, furniture, ceramics, glassware, silverware, and jewelry; on-line consignment store services featuring fine art and decorative art, furniture, ceramics, glassware, silverware, jewelry, and watches; Appraisal of personal property for others, namely, appraisal of fine art and decorative art, furniture, ceramics, glassware, silverware, jewelry, watches, collectibles and other valuable personal property							
Remarks:							