

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Packaging 22 LLC		10/25/2016	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VE Innovations LLC		
<b>Street Address:</b>	18101 Von Karman Ave.; STE 230		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86212963	DBOOTH	
<b>Serial Number:</b>	86212974	FACEBOOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6196022530		
<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>			
<b>Phone:</b>	6196022530		
<b>Email:</b>	bkolegraff@twtlaw.com		
<b>Correspondent Name:</b>	William J Kolegraff		
<b>Address Line 1:</b>	3119 Turnberry Way		
<b>Address Line 4:</b>	Jamul, CALIFORNIA 91935		
<b>NAME OF SUBMITTER:</b>	William J Kolegraff		
<b>SIGNATURE:</b>	/william j kolegraff/		
<b>DATE SIGNED:</b>	11/08/2016		
<b>Total Attachments: 3</b>			
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## Business and Intellectual Property Rights Assignment

This Business and Intellectual Property Rights Assignment (this "**Assignment**") is made effective as of October 25, 2016 by and between Packaging 22 LLC, a Nevada limited liability company ("**Assignor**"), and VE Innovations LLC, a California limited liability company ("**Assignee**") with reference to the following facts:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to all of its Business relating to booths;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to all of its intellectual property; and

WHEREAS, Assignee is willing to accept the assignment of all such intellectual property;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee, and subject to existing encumbrances, all and the entirety of Assignor's rights title and interests in and to the following (the "**Intellectual Property**") and associated business and business opportunities:

(a) All state (including common law), federal and foreign trademarks, service marks and trade names, URLs and domain names, and applications for registration of such trademarks, service marks and trade names, URLs and domain names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and whenever registered, all rights to sue for past, present or future infringement or uncontested use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) all copyrights;

(c) all trade secrets and other knowhow;

(d) the entire goodwill of or associated with the Intellectual Property; and

(e) all products and proceeds of the business for the Intellectual Property identified in any and all of the foregoing.

2. Acceptance. Assignee hereby accepts said assignment, sale, transfer and conveyance.

3. Further Assurances. Assignor shall execute and deliver from time to time, promptly after any request therefor by Assignee, any and all instruments, agreements, assignments and

documents, and shall take such other action as may be necessary or desirable in the opinion of Assignee to perfect the assignment of all Intellectual Property to Assignee.

4. Entire Agreement; Amendments. This Assignment contains the entire agreement between the parties hereto ("**Parties**") with respect to the subject matter hereof. This Assignment supersedes all prior agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof. This Assignment may not be amended orally, but only by an agreement in writing signed by the Parties.

5. Headings; Construction. The headings in this Assignment are provided for convenience only and will not affect its construction or interpretation. All references to "section" or "sections" refer to the corresponding section or sections of this Assignment unless otherwise specified. All words used in this Assignment will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

6. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction or Arbitrator, then to the extent that the rights or obligations of the parties under this Assignment will not be materially and adversely affected thereby, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid and unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law; Jurisdiction and Venue. This Assignment shall be construed and controlled by the laws of the State of California. All Parties irrevocably consent to the jurisdiction and venue of the state and federal courts in Orange County, California.

8. Attorneys' Fees. If any legal action is necessary to enforce the terms and conditions of this Assignment, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees as determined by the court or arbitrator.


9. Counterparts; Facsimile Signatures. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Assignment may be executed by facsimile or other electronic signatures, and any such signature should have the same force and effect as an original signature.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized representatives as of the date first set forth above.

**ASSIGNOR**


PACKAGING 22 LLC,  
a Nevada limited liability company

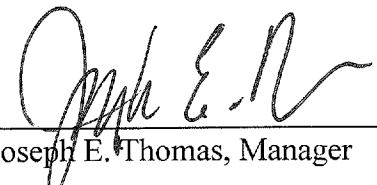
  
By: \_\_\_\_\_  
Francois Badeau, Manager

**ASSIGNEE**

VE Innovations LLC,  
a California limited liability company

By: VE Capital Holdings LLC  
a California limited liability company

  
By: \_\_\_\_\_  
Andrew Mack, Manager

  
By: \_\_\_\_\_  
Joseph E. Thomas, Manager