

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belnick, LLC		02/02/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Belnick Retail, LLC		
Street Address:	4350 Ball Ground Highway		
City:	Canton		
State/Country:	GEORGIA		
Postal Code:	30114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4367874	BIZCHAIR.COM	
Registration Number:	4858181	BIZCHAIR.COM	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	380232-149756		
NAME OF SUBMITTER:	Alan Wang		
SIGNATURE:	/Alan Wang/		
DATE SIGNED:	02/02/2017		
Total Attachments: 5			
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “Recordable Trademark Assignment”) is made as of February 2, 2017 (the “Effective Date”) by and between Belnick, LLC, a Georgia limited liability company having an address at 4350 Ball Ground Highway, Canton, Georgia 30114 (“Assignor”) and Belnick Retail LLC, a Delaware limited liability company, having an address at 4350 Ball Ground Highway, Canton, Georgia 30114 (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor and Assignee have entered into certain Contribution Agreement, dated as of February 2, 2017 (the “Contribution Agreement”) and Intellectual Property Transfer and Assignment Agreement (the “IP Assignment Agreement”) dated as of February 2, 2017, pursuant to which Assignor has transferred certain assets to Assignee, including without limitation, the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the IP Assignment Agreement; and

WHEREAS, each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Contribution Agreement and/or the IP Assignment Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Contribution Agreement and IP Assignment Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (i) the trademark registrations listed on Annex A hereto; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; (v) all the goodwill of the business connected with the use of and symbolized by the foregoing; (vi) all claims and defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (vii) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (i) – (vii), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Trademark Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial

property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Recordable Trademark Assignment.

3. Assignor shall promptly execute and deliver such documents, and perform such actions and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and memorialize the assignment herein recited, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Recordable Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Recordable Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Recordable Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Recordable Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

"ASSIGNOR":

BELNICK, LLC

By: Sean Belnick
Name: Sean Belnick
Title: Chief Executive Officer
Date: February 2, 2017

"ASSIGNEE":

BELNICK RETAIL LLC

By: _____
Name: Gary Glazer
Title: President
Date: February 2, 2017

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

"ASSIGNOR":

BELNICK, LLC

By: _____

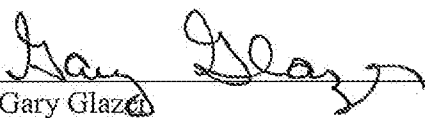
Name: Sean Belnick

Title: Chief Executive Officer

Date: February 2, 2017

"ASSIGNEE":

BELNICK RETAIL LLC

By:  _____

Name: Gary Glazer

Title: President

Date: February 2, 2017

Annex A

ASSIGNED TRADEMARK RIGHTS

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	CURRENT OWNER	FILING DATE
BIZCHAIR.COM	4367874	USA	Belnick, LLC	Nov. 19, 2012
BIZCHAIR.COM & Design 	4858181	USA	Belnick, LLC	March 11, 2015