

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alactro LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	sterkly LLC		
Street Address:	2647 Gateway Rd, Suite 105, PMB #400		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3899003	BUZZDOCK	
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>			
Email:	legal@sterkly.com		
Correspondent Name:	sterkly LLC		
Address Line 1:	2647 Gateway Rd, Suite 105, PMB #400		
Address Line 2:	attn: Legal Department		
Address Line 4:	Carlsbad, CALIFORNIA 92009		
NAME OF SUBMITTER:	Shannon Koehler, Esq.		
SIGNATURE:	/Shannon Koehler/		
DATE SIGNED:	03/31/2017		
Total Attachments: 2			
source=20170331 Assignment of Trademark BUZZDOCK to sterkly fully executed#page1.tif			
source=20170331 Assignment of Trademark BUZZDOCK to sterkly fully executed#page2.tif			

OP \$40.00 3899003

Trademark Purchase and Assignment Agreement

This Trademark Purchase and Assignment Agreement, effective March 31, 2017, (the "Agreement") is between Alactro LLC ("Assignor"), a Delaware Limited Liability Company with an address of 5042 Wilshire Blvd #18327 Los Angeles, CA 90036, and Sterkly LLC ("Assignee"), a Delaware Limited Liability Company with an address of 2647 Gateway Rd, Suite 105 #400 Carlsbad CA 92009.

WHEREAS, Assignor has used the trademark "BUZZDOCK" (hereinafter referred to as "the said mark"), registered in the United States Patent and Trademark Office as **Registration Number 3,899,003**; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

THEREFORE, for good and valuable consideration herein acknowledged as received, the parties agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

- (a) Assignor is the sole owner of all right, title and interest to the said mark.
- (b) The said mark is being assigned to Assignee free of any liens, encumbrances, restrictions, licenses, or security interests.
- (c) Assignor has the right, power and authority to enter into this Agreement.
- (d) To Assignor's best knowledge, the said mark and use of the said mark by Assignee does not and will not violate or infringe any trademark, service mark or other right of any third party.

(e) The said mark has not been, and is not currently, the subject of any litigation, claims, arbitration or other legal proceeding by a third party, nor has the Assignor received any notice of any such pending items.

3. Indemnification. Assignor shall indemnify, defend and hold harmless Assignee and its employees, affiliates and assigns against any liability, damage loss or expense, including actual attorneys fees and expenses of litigation incurred by or imposed upon Assignee from any claims against it, directly or indirectly, related to any acts or omissions in the registration or maintenance with the United States Patent and Trademark Office of the said mark prior to the effective date of this Agreement and from any and all claims of a third party arising out of or in connection with any claim that the said mark violates the rights of such third party.

4. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. Each of the parties irrevocably and unconditionally consents to submit to the exclusive jurisdiction of state or federal courts in San Diego County, California. This Agreement contains the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, discussions, proposals, understandings, and the like respecting the subject matter hereof. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. The parties will cooperate with each other as reasonably requested to effectuate the purposes and provisions of this Agreement. In the event that any provision of this Agreement is determined by a court to be invalid, such determination shall not affect the validity of any of the other provisions hereof, which shall remain in full force and effect and shall be construed so as to be valid under applicable law. This Agreement may be amended only by a writing signed by both parties. This Agreement may be executed in counterparts. All counterparts shall be construed together and constitute the same instrument. Moreover, this Agreement may be signed by facsimile transmission or scanned/electronic transmission, which shall be as binding as if it were signed in the original.

Assignee: Alactro LLC

By: 

Name: Stacy Abraham

Title: CFO

Assignor: Sterkly LLC

By: 

Name: Guy Yeshua

Title: SVP of Operations