900403498 04/25/2017

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM424874

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying and Receiving Party names. Conveying party is Bonzo, LLC, and the Receiving Party is Cirrity, LLC. previously recorded on Reel 005996 Frame 0790. Assignor(s) hereby confirms the Assignment as per the purchase agreement and attached Assignment document
RESUBMIT DOCUMENT ID:	900398134

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bonzo, LLC		01/24/2017	Limited Liability Company: SOUTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	Cirrity, LLC		
Street Address:	411 University Ridge		
Internal Address:	Suite 201		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	Limited Liability Company: GEORGIA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4454885	CIRRITY

## **CORRESPONDENCE DATA**

**Fax Number:** 8032559831

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.

**Phone:** 919-329-3831

Email: ip@nelsonmullins.com
Correspondent Name: Nichole T. Hayden

Address Line 1: 100 NORTH TRYON STREET

Address Line 2: BANK OF AMERICA CORPORATE CTR., 42ND FL.

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	38241/09023	
NAME OF SUBMITTER:	Nichole T. Hayden	
SIGNATURE:	/Nichole T. Hayden, Reg. No. 56508/	

TRADEMARK 3498 REEL: 006040 FRAME: 0926

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DATE SIGNED:	04/25/2017		
Total Attachments: 4			
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source=20170425103404488#page3.tif			
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TRADEMARK REEL: 006040 FRAME: 0927

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM417484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cirrity, LLC		01/24/2017	Limited Liability Company: GEORGIA

# **RECEIVING PARTY DATA**

Name:	Bonzo, LLC		
Street Address:	411 University Rdg.		
Internal Address:	Suite 201		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4454885	CIRRITY

# **CORRESPONDENCE DATA**

Fax Number:

8032559831

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.

Phone:

919-329-3831

Email:

ip@nelsonmullins.com

**Correspondent Name:** 

Nichole T. Hayden

Address Line 1:

100 NORTH TRYON STREET

Address Line 2:

BANK OF AMERICA CORPORATE CTR., 42ND FL.

Address Line 4:

CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Nichole T. Hayden	
SIGNATURE:	/Nichole T. Hayden, Reg. No. 56508/	
DATE SIGNED:	02/27/2017	

## **Total Attachments: 2**

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> **TRADEMARK** REEL: 006040 FRAME: 0928

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of January 24, 2017, is entered into by and between Cirrity, LLC, a Georgia limited liability company (the "Assignor"), and Bonzo, LLC, a South Carolina limited liability company (the "Assignee").

### RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which the Assignor agreed to sell, assign, transfer and convey certain assets to the Assignee, including the following mark and registration with the United States Patent and Trademark Office (the "Trademark"):

Mark	Registration / Serial No.	Status
CIRRITY	4,454,885	Registered

WHEREAS, the Assignor now desires to assign and transfer to the Assignee, and the Assignee desires to acquire from the Assignor, collectively, all of the Assignor's right, title and interest in and to the Trademark and all goodwill associated therewith, in each case as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth in this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment of Trademark. The Assignor hereby assigns, transfers and conveys to the Assignee and its respective successors and assigns, collectively, all of the Assignor's right, title and interest in and to (a) the Trademark and all goodwill associated therewith, and (b) all rights to income and license fees deriving from the Trademark to the extent earned after the date hereof, and (c) all causes of action, claims and rights to damages or profits arising by reason of any past, present or future infringements or unauthorized uses of the Trademark, and the right to sue for and collect such damages or profits, in each case as permitted by law.
- 2. <u>Miscellaneous</u>. This Trademark Assignment is one of the Transaction Documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of any Purchase Agreement or any rights or obligations of any party under any Purchase Agreement. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the applicable Purchase Agreement.

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TRADEMARK
REEL: 006040 FRAME: 0929

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

**ASSIGNOR:** 

**ASSIGNEE:** 

CIRRITY, LLC

BONZO, LLC

Name: STEVEN VICINA VA Title: CEO

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK** REEL: 006040 FRAME: 0930

RECORDED: 03/13/2017