

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sourcebits, Inc.		02/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sourcebits Digital, LLC		
Street Address:	10290 Alliance Rd		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4316741	SOURCEBITS	
Registration Number:	4865951	SOURCEBITS	
Registration Number:	4403450	DESIGN-LED ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	5137925105		
<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:	5135777454		
Email:	general-counsel@voraventures.com		
Correspondent Name:	Ria Schalnat		
Address Line 1:	10290 Alliance Rd		
Address Line 4:	Blue Ash, OHIO 45242		
NAME OF SUBMITTER:	Eleanor Maria Farrell Schalnat		
SIGNATURE:	/Eleanor Maria Farrell Schalnat/		
DATE SIGNED:	05/01/2017		
Total Attachments: 8			
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BILL OF SALE AND ASSIGNMENT OF RIGHTS

THIS BILL OF SALE AND ASSIGNMENT OF RIGHTS (this "*Bill of Sale*") is executed, made, and delivered by Sourcebits, Inc., a Delaware corporation ("*Seller*"), for the benefit of Sourcebits Digital, LLC, an Ohio limited liability company ("*Buyer*") to be effective as of and on the date specified below:

RECITALS

A. Effective as of February 3, 2017, Buyer and Seller entered into an Asset Purchase Agreement (the "*APA*"), pursuant to which Seller agreed to sell, transfer, and deliver to Buyer, and Buyer agreed to purchase, certain of Seller's tangible and intangible property, and certain contract rights (the "*Acquired Assets*"), all as more fully set forth in the Agreement.

B. This Bill of Sale is intended to convey to Buyer title to the Acquired Assets in accordance with the Agreement, as part of the Closing of the transactions contemplated thereby.

C. All capitalized terms used in this Bill of Sale which are not otherwise defined herein shall have the meanings given to such terms in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby covenant and agree as follows:

I. Sale and Transfer of the Acquired Assets.

(a) Seller hereby sells, transfers, assigns, conveys, grants and delivers ("*Transfers*") to Buyer all right, title, and interest in and to all of the Acquired Assets, including but not limited to all of the personal property, intangible property, and contract rights which are included in the term Acquired Assets as defined in the Agreement and the specific assets described below. (Note: For purposes of clarity and certainty, the Exhibits to this Bill of Sale describe certain of the Acquired Assets for purposes of the APA and of this Bill of Sale. The said Exhibits shall be incorporated herein, and made a part hereof, by this reference.)

(i) All those assets, tools, furniture, fixtures and equipment, and inventory of Seller (other than the Excluded Assets) that are used to operate the Business, including but not limited to those specific assets which are listed in Exhibit A attached hereto (which consists of Schedule L2(F) to the APA);

(ii) The name "Sourcebits" and all derivatives thereof, and all good will associated with such name, as well as all of Seller's other registered or unregistered trade names (domestic and foreign), good will, trademarks, licenses, copyrights, representation agreements, and all other intangibles related to the Business and the good will associated therewith (the "*Marks*"), all rights to prepare derivative marks, all goodwill and all other rights in and to the Marks;

(iii) All Seller's right, title and interest (including, but not limited to all registration rights) in and to the following registered Service Marks and all goodwill associated therewith:

(A) "Sourcebits" (Name only) / Reg. No. 4316741 / Registration Date April 9, 2013;

(B) Sourcebits™ (Name and Design) / Reg. No. 4865951 / Registration Date December 8, 2015; and

(C) Design Led Engineering™ (Words Only) / Reg. No. 4403450 / Registration Date Sep 17, 2013.

(iv) All of Seller's telephone numbers, websites and website domain rights, social media presences, and other advertising related to the Business;

(v) All files and records related to customers of the Business, including copies of all outstanding customer quotes, and customer invoices;

(vi) All the Assumed Contracts which are set forth on Exhibit B hereto (consisting of the contracts listed in Schedule 3.15 of the APA, under the header "Assumed Contracts," as amended through the date hereof), except as explicitly noted otherwise therein;

(vii) All permits and licenses held by Seller and used in the Business, to the extent transferable;

(viii) All of Seller's Accounts Receivable

(ix) All of Seller's Current Assets, including but not limited to Seller's cash, whether cash on hand (except petty cash) or kept in bank, money market, or similar accounts; security deposits, etc.; and

(x) All of Seller's software, data, access codes, and passwords used in or related to the Business.

(b) The sale, transfer, and delivery of the Acquired Assets hereunder shall for all purposes be deemed to have taken place at the time and place, and on the date, determined pursuant to Section 3 of the APA.

2. Further Actions by Seller. Seller hereby covenants and agrees to (a) warrant and defend the Transfer of the Acquired Assets hereby made against all persons whomsoever, (b) take all steps reasonably necessary to establish the record of Buyer's title to the Acquired Assets, (c) execute and deliver all further instruments of transfer and assignment, (d) take such other actions as Buyer may from time to time hereafter reasonably request in order to more effectively Transfer to and vest in it each of the Acquired Assets, and (e) defend and assist Buyer's defense of its rights in the Acquired Assets, all at Buyer's sole cost and expense.

3. Grant of a Special Power of Attorney to Buyer. Without limiting the general effect of Section 2 hereof, Seller hereby constitutes and appoints Buyer to be the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, to do and cause to be done, from time to time as deemed appropriate by Buyer, each of the following:

(a) To demand, receive, and collect any and all of the Acquired Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) To institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity, or otherwise, that Buyer or its successors or assigns may deem proper in order to collect or obtain possession of any of the Acquired Assets and in order to collect or enforce any claim or right of any kind in the Acquired Assets hereby or by the APA assigned or transferred, or intended so to be; and

(c) To do all other things legally permissible, required, or reasonably deemed by Buyer to be necessary or appropriate to obtain possession of, recover, collect, and/or enforce their rights under the Acquired Assets, or any of them, and to use Seller's name in such manner as Buyer may reasonably deem necessary or appropriate in connection therewith,

Seller hereby agrees, acknowledges, and declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. Certain Contract Rights. Nothing in this Bill of Sale shall be deemed to constitute an assignment or an attempt to assign any contract or other agreement to Buyer if the attempted assignment thereof without the consent of the other party to such contract or agreement would constitute a breach thereof, or affect in any way the rights of Seller thereunder. If an attempted Transfer of any such contract or agreement hereby would be ineffective and would affect the rights of Seller thereunder, then the Transfer thereof hereunder shall not be effective, and in lieu thereof Seller and Buyer shall have the mutual rights and responsibilities which are provided in the APA.

5. Terms of the APA. The terms of the APA, including but not limited to Article 7 thereof, and each and all of Seller's representations, warranties, covenants, agreements, and indemnities contained therein relating to the Acquired Assets, are by this reference incorporated herein. Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment of Rights effective as of _____, 2017.

SELLER:

SOURCEBITS, INC.

a Delaware corporation

By: _____

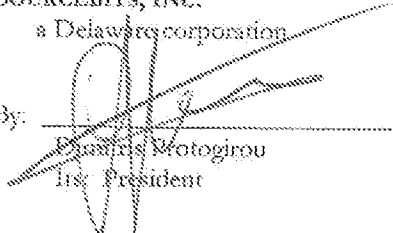

Eleni Motogirou
Its President

EXHIBIT A TO BILL OF ASALE

APA SCHEDULE 1.2(F)

		Executed Security Release Agreement to be provided along with certificates
Sourcebits Pvt Ltd Stock	2500 shares	
Apple Lease	Quantity	Notes
Macbook Pro 15in	x 8	
Macbook Air 13.3in	x 12	
iPad Air	x1	
iPad Mini	x2	
Xerox Printer Lease		
6400 Workcenter	x2	
Sourcebits' Apple Gear		
Macbook Air - 2011 13.3in	x4	
Macbook Pro 2011 15in	x1	doesn't boot
Macbook Pro 2011 17inc	x1	doesn't boot
27 inch Apple display	x2	
27 inch iMac	x3	
Mac Mini	x1	
Airport	x2	
iPod Touch	x1	
iPhone 6 Plus	x1	
Sourcebits Non-Apple Gear		
Dell laptop	x1	
Nexus 7	x1	
Samsung Tablet with Windows 8	x1	
Samsung Galaxy Tab2	x1	
Samsug Phone	x1	
Wacom Drawing Tablet with Pen	x1	
Western Digital External Hard Drives	x4	
HP LaserJet Printer	x1	

Asus LCD Monitor	x3	
Synology backup server	x1	
Small PC tower	x1	
Dell Monitor	x4	
Scepter Monitor	x2	
LG Monitor	x1	
iPad Robot	x1	
Nest Camera	x1	
Panasonic Conference TV/Caraca	x1	
NetGear Modem	x1	
Router	x1	
LG Ultra Wide Screen Monitor	x2	
Sourcebits' Furniture		
Herman Miller Setu Chair White	x8	
Office Chair (Ergonomic model)	x1	
Office Chair	x17	
Standing Desk	x2	
Bar Stools	x6	
Large Conference Table	x1	
Large Desk	x6	
Desk	x16	
Trash Cans	x8	
Rolling Small Filing Cabinet	x3	
Large Filing Cabinet	x1	
Medium Filing Cabinet	x3	2 are broken
Beanbag chair	x2	
Glass Table	x1	
Metal Chairs	x5	
Paper Shredder	x2	
Small Refrigerator	x1	
Small Storage Locker	x1	
Large Storage Locker	x1	
Large Plants	x2	
Furniture Dolly	x1	
Red Small Chairs	x4	

Coffee Table	x1	
CB2 Large Lounge Chair	x2	
Sleeper Sofa	x1	
Large Rug	x1	
Small Plants	x1	
Kitchen Equipment + MISC		
Cutlery	x2 sets	
Coffee Machine with Trah for Keups	x1	
Toaster Oven	x1	
Blender	x1	
AC Unit	x1	
Large Fan	x1	
Marketing Banner and Tables for Shows	x1 set	
Boxes of Marketing Goods (swag)	x8	Fabrics, screen wipes, printed goods
Box of Office Supplies	x1	
Rolling White Board	x1	
Software		
ADOBE CLOUD SYSTEM	x1	Expires in March.

EXHIBIT B TO BILL OF SALE

APA Schedule 3.15

(As amended through the Closing Date)

ASSUMED CONTRACTS

Gibs Geologen + Ingenieure GmbH & Co.

Grey Hands, LLC

Stipend LLC

SHL US Inc. (CEB)

CLOSED CONTRACTS FOR WHICH REVENUE IS ASSUMED IF RECEIVED AFTER
FEBRUARY 15, 2017

Alejandro Albaran
Artis Ventures
Azumio, Inc.
CIESpace Corporation
Dererm S.A.P.I
Fabrice Mishiki
Heavens Door Lincoln
Innovative Mobile Technologies, Inc.
Louis R. Buealo
Michael Smith
Pador.fm Inc.
Reaction Stream LLC
Social Games LLC
Stash, LLC
Stipend LLC
Studio713
Todd Phillips
Toymail Co. LLC
TreatDrop, Ltd.
ViceJar
Wamsa

Weegenus S de Re De CV
Wildlife Acoustics, Inc.
Zen Media

CLOSED CONTRACTS FOR WHICH BUYER HAS AN OPTION TO ASSUME

1127291 Ontario Ltd
Castigraphy Company
Conover Company, Inc.
Coupang, Inc.

German Kurbaji Karkour
Mystic7 Innovations
Santa Rosa Physical Therapy
Shoppin, LLC.
SyncApp Inc.

GoGetter 24/7 Inc.
Goods Goals
Incubite LLC (Soaglr & WatchMeDate)
Intel Semiconductor (US) Ltd.
Laue Automotive
LET'S TALK PAYMENTS LLC
McKinsey & Company
Michael Smith
BizGo Corp Inc
R72, Inc.
RE FormsNet, LLC.
SAP AG.
William Klien

[End of Exhibit B]