

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM426645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Final, Inc.		06/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Niche Markets, LC		
Street Address:	2937 Sierra Ct SW		
City:	Iowa City		
State/Country:	IOWA		
Postal Code:	52240		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4294364	FASTCUSTOMER	
CORRESPONDENCE DATA			
Fax Number:	9164045569		
<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:	408-406-4855		
Email:	mail@inventive.law		
Correspondent Name:	Inventive Patent Law P.C.		
Address Line 1:	2280 E. Bidwell St. #214		
Address Line 4:	Folsom, CALIFORNIA 95630		
NAME OF SUBMITTER:	Jim H. Salter		
SIGNATURE:	/jim h salter, #35668/		
DATE SIGNED:	05/08/2017		
Total Attachments: 4			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this “Agreement”), effective as of June 3, 2016 (“Effective Date”), is by and between Final, Inc., a Delaware corporation (“Assignor”) and Niche Markets, LC, an Iowa limited liability company (“Assignee”), the purchaser of certain assets of Assignor pursuant to that certain Asset Assignment Agreement by and between Assignor and Assignee of even date herewith (the “Assignment Agreement”).

WHEREAS, under the terms of the Assignment Agreement, Assignor has agreed to transfer, convey and assign, among other assets, certain intellectual property of Assignor, and agreed to execute and deliver this Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and any foreign equivalent thereof.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Assignment Agreement, the payment of the consideration stipulated in the Assignment Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby perpetually, irrevocably and unconditionally transfers, conveys and assigns to Assignee all of Assignor’s right, title and interest in and to the following (collectively, the “Assigned IP”), together with all goodwill associated with the use of or symbolized by the Assigned IP:

(a) the patent application set forth on Schedule 1 hereto, the ideas and inventions disclosed and claimed therein, all other patents and patent applications claiming the benefit of the filing date of any of the aforementioned patent applications, all continuations, divisionals, renewals, substitutes, extensions, conversions, continuations-in-part, reissues, provisionals, reexaminations, or equivalents thereof, and all patents issuing in respect of the foregoing, in the United States and throughout the world;

(b) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Recordation and Further Actions. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Assignee. At Assignee's expense, Assignor shall take such steps and actions that is necessary to evidence, record and perfect the assignments hereunder, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.

3. General Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of California, without regard to conflicts of laws provisions thereof. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent and Trademark Assignment Agreement as of the Effective Date.

FINAL, INC.

By: 

Name: Aaron Frank

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

NICHE MARKETS, LC

By: 

Name:

Title:

SCHEDULE 1

ASSIGNED IP

Patents

U.S. Patent Application No. 61/543,948

U.S. Patent Application No. 13/648,278

U.S. Patent Application No. 62/037,771

Trademarks

U.S. Trademark No. 85,468,953