

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Latin Force Group LLC		05/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	xAD, Inc.		
<b>Street Address:</b>	One World Trade Center, 60th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10007		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3864937	GROUND-TRUTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108836500		
<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>			
<b>Phone:</b>	3108836448		
<b>Email:</b>	trademarks@cooley.com, thadid@cooley.com, peckah@cooley.com, dkoons@cooley.com		
<b>Correspondent Name:</b>	Thomas M. Hadid		
<b>Address Line 1:</b>	1299 Pennsylvania Ave., NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	220407-20000		
<b>NAME OF SUBMITTER:</b>	Thomas M. Hadid		
<b>SIGNATURE:</b>	/Thomas M. Hadid/		
<b>DATE SIGNED:</b>	05/12/2017		
<b>Total Attachments: 1</b> source=3864937#page1.tif			

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ASSIGNMENT AGREEMENT

This Trademark Agreement (the "*Agreement*") is entered into as of May 4, 2017 by and between Latin Force Group LLC, a Delaware limited liability company ("*Seller*"), in favor of xAD, Inc., a Delaware corporation ("*Purchaser*").

WHEREAS, Seller owns all right, title and interest in and to the "GROUND-TRUTH" trademark, together with all applications and registrations therefor, including, without limitation, U.S. Reg. No. 3,864,937 (the "*Trademark*");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller has agreed to assign to Purchaser all of Seller's right, title, and interest in and to the Trademark.

NOW, THEREFORE, Seller and Purchaser hereby agree as follows:

1. Assignment of Trademark. Seller hereby transfers, conveys, assigns and delivers to Purchaser all of Seller's right, title and interest in and to the Trademark, together with the goodwill associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark.

IN WITNESS THEREOF, Seller has executed this Agreement as of the date first set forth above.

LATIN FORCE GROUP LLC

By: Cesar M Melgosa

Printed Name: Cesar M Melgosa

Title: CEO

Date: 5/4/17

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