

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429113

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------|-----------------------|
| 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 |
| Myxer, Inc. (by Marc P. Barmat as Chapter 7 Bankruptcy Trustee of Myxer, Inc.) | | 02/16/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Marksman Inc. | | |
| Street Address: | 111 N. Maryland Avenue | | |
| Internal Address: | Suite 201 | | |
| City: | Glendale | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91206 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3365947 | MYXER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2063599000 | | |
| <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: | 206-359-8000 | | |
| Email: | pctrademarks@perkinscoie.com, sstewart@perkinscoie.com | | |
| Correspondent Name: | Grace Han Stanton / Perkins Coie LLP | | |
| Address Line 1: | 1201 Third Avenue | | |
| Address Line 2: | Suite 4900 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 41827-4901.US01 | | |
| NAME OF SUBMITTER: | John P. Halski | | |
| SIGNATURE: | /John P. Halski/ | | |
| DATE SIGNED: | 05/26/2017 | | |

OP \$40.00 3365947

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of Feb 16, 2016 by and between Marc P. Barbat as Chapter 7 Bankruptcy Trustee of Myxer, Inc., a Delaware corporation with a principal address of 245 North Ocean Blvd., Suite 306, Deerfield Beach, FL 33441 ("Assignor"), in favor of Marksmen Inc., a Delaware corporation with its principal place of business located at 111 North Maryland Avenue, Suite 201, Glendale, CA 91206 ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, upon information and belief, Assignor is the record owner of the MYXER trademark and the following registrations therefor:

MYXER – U.S. Reg. No. 3,365,947
MYXER SOCIAL RADIO – U.S. Reg. No. 4,531,557
MYXER (and design) – EUTM Reg. No. 5771761
MYXER – EUTM Reg. No. 5771753
MYXER TONES – EUTM Reg. No. 5376661
MYXER TONES (stylized) – EUTM Reg. No. 5376678

collectively, (the "Trademarks");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee "as is" "where is" all of Assignor's right, title and interest, whatever that may be, in and to the Trademarks and subject to any and all liens, claims, encumbrances, interests and defenses, whether known or unknown.

WHEREAS, Assignee has had the opportunity to conduct its own due diligence and has not relied upon any information or documentation provided by the Assignor.

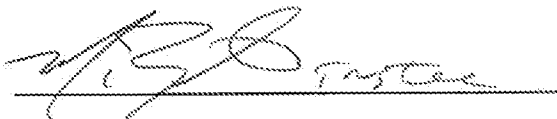
NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

I. Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest and associated goodwill, whatever that may be, in and to the Trademarks, which may include all of Assignor's common law and statutory right, title and interest in and to the Trademarks, all of Assignor's rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor agrees to provide all assistance reasonably requested by Assignee in

the establishment and recordation of Assignee's rights in and to the Trademarks.

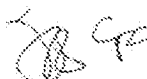
IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first set forth above.

MARC P. BARMAT as Chapter 7 bankruptcy Trustee
of MYXER, INC. (Case No. 14-27829-JKO)



Date: 2/16/17

MARKSMEN INC.

By: 

Printed Name: Jeff Crapo

Title: CEO

Date: Feb 6, 2017

**ADDENDUM
TO FEBRUARY 16, 2017 TRADEMARK ASSIGNMENT**

This addendum ("Addendum") is effective *nunc pro tunc* as of February 16, 2017 ("Effective Date"), and is made by and between Marc P. Barbat as Chapter 7 Bankruptcy Trustee of Myxer, Inc., a Delaware corporation with a principal address of 245 North Ocean Blvd., Suite 306, Deerfield Beach, FL 33441 ("Assignor"), and Marksmen, Inc., a Delaware corporation with its principal place of business located at 111 North Maryland Avenue, Suite 201, Glendale, CA 91206 ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, the Trademark Assignment to which this Addendum is affixed was fully executed as of February 16, 2017 ("Original Agreement"),

WHEREAS, it was discovered shortly thereafter that the first sentence of the Original Agreement included a typographical error with regard to the execution date of the Original Agreement; and

WHEREAS, the Parties wish to clarify the execution date and the intent of the Parties with regard to the effective date of the Original Agreement by executing this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge that (a) the Original Agreement was entered into as of February 16, 2017, (b) the Assignor did assign all of the rights, title and interest and associated goodwill set forth therein to the Assignee on and effective as of February 16, 2017, and (c) that the date of February 16, 2016 identified in the first sentence of the Original Agreement was a typographical error only. This Addendum is without effect on the remaining terms of the Original Agreement, which the Parties acknowledge remain in full force and effect without amendment.

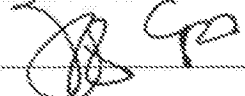
IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed with effect as of the Effective Date.

MARC P. BARMAT as Chapter 7 bankruptcy Trustee
of MYXER, INC. (Case No. 14-27829-JKO)



Date: 5/15/17

MARKSMEN, INC.

By: 

Printed Name: Jeff Crapo

Title: CEO

Date: May 15, 2017