

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prepared Response, Inc.		02/13/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Venuetize, LLC		
Street Address:	10030 Brompton Drive		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2942843	PREPARED RESPONSE	
Registration Number:	3678592	PREPARED RESPONSE	
Serial Number:	87276645	PREPARED RESPONSE	
Registration Number:	2818320	RAPID RESPONDER	
Serial Number:	87276678	RAPID RESPONDER	
Serial Number:	87276728	TIP LINE	
Serial Number:	87276957	TIP LINE	
Serial Number:	86920281	VISITOR VERIFY	
Serial Number:	87276993	VISITOR VERIFY	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<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:	3012305242		
Email:	evonvorys@shulmanrogers.com		
Correspondent Name:	Eric J. von Vorys		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	Sixth Floor		
Address Line 4:	Potomac, MARYLAND 20854		
NAME OF SUBMITTER:	Eric J. von Vorys		

OP \$240.00 2942843

SIGNATURE:	/EricJvonVorys/
DATE SIGNED:	06/15/2017
Total Attachments: 5 source=Trademark Assignment - Venuetize-PRI (FINAL SIGNED 02-13-2017)#page1.tif source=Trademark Assignment - Venuetize-PRI (FINAL SIGNED 02-13-2017)#page2.tif source=Trademark Assignment - Venuetize-PRI (FINAL SIGNED 02-13-2017)#page3.tif source=Trademark Assignment - Venuetize-PRI (FINAL SIGNED 02-13-2017)#page4.tif source=Trademark Assignment - Venuetize-PRI (FINAL SIGNED 02-13-2017)#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**"), dated as of February 13, 2017, is made by Prepared Response, Inc. ("**Seller**"), a Washington corporation, located at 5350 Carillon Point, Kirkland, Washington 98033, in favor of Venuetize, LLC ("**Buyer**"), a Delaware limited liability company, located at 10030 Brompton Drive, Tampa, Florida 33626, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of February 6, 2017 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1(a) hereto and all issuances, extensions, and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1(a) hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of the portion of Seller's business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and

assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

PREPARED RESPONSE, INC.

By: Tobey Bryant
Name: Tobey Bryant
Title: CEO

Address for Notices:

AGREED TO AND ACCEPTED:

BUYER:

VENUETIZE, LLC

By: _____

Name: Jon Romm

Title: Chief Executive Officer

Address for Notices:

Venuetize, LLC
10030 Brompton Drive
Tampa, Florida 33626
Attn: Jon Romm, CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:
PREPARED RESPONSE, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

AGREED TO AND ACCEPTED:

BUYER:
VENUETIZE, LLC






By: _____
Name: Jon Romm
Title: Chief Executive Officer

Address for Notices:
Venuetize, LLC
10030 Brompton Drive
Tampa, Florida 33626
Attn: Jon Romm, CEO

Signature Page to Trademark Assignment

SCHEDULE 1(a)

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Appln. No.	Reg. No.	Filing Date	Registration Date	Status
PREPARED RESPONSE	United States	78102625	2942843	Jan. 14, 2002	Apr. 19, 2005	Issued
PREPARED RESPONSE	United States	77535078	3678592	Jul. 30, 2008	Sep. 08, 2009	Issued
 PREPARED RESPONSE	United States	87276645	N/A	Dec. 21, 2016	N/A	Pending
RAPID RESPONDER	United States	78102630	2818320	Jan. 14, 2002	Feb. 24, 2004	Issued
 RAPID RESPONDER	United States	87276678	N/A	Dec. 21, 2016	N/A	Pending
TIP LINE	United States	87276728	N/A	Dec. 21, 2016	N/A	Pending
 TIP LINE	United States	87276957	N/A	Dec. 21, 2016	N/A	Pending
VISITOR VERIFY	United States	86920281	N/A	Feb. 25, 2016	N/A	Pending
 VISITOR VERIFY	United States	87276993	N/A	Dec. 21, 2016	N/A	Pending