

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aaron Benz		01/01/2015	INDIVIDUAL:
Tyler Rustin		01/01/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	MF Genius, Corp		
Doing Business As:	Degree Analytics		
Street Address:	701 Brazos St #1626		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86441670	MAP MY NIGHT	
Serial Number:	86428133	ZYNC UP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9315320452		
Email:	aaron@degreeanalytics.com		
Correspondent Name:	Aaron Benz		
Address Line 1:	701 Brazos St #1626		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Aaron Benz		
SIGNATURE:	/aaron benz/		
DATE SIGNED:	07/06/2017		
Total Attachments: 10			
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MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT is made as of this 5 day of March, 2015, but effective as of January 1, 2015, by and between TYLER RUSTIN ("Seller"), and AARON BENZ ("Buyer").

I. DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

1.1 "Agreement" means this Membership Interest Purchase and Sale Agreement.

1.2 "Company" means MF Genius, LLC, a Texas limited liability company.

1.3 "Membership Interests" has the meaning prescribed to it in the Operating Agreement.

1.4 "Operating Agreement" means the Operating Agreement of the Company dated October 6, 2014.

1.5 "Units" has the meaning prescribed to it in the Operating Agreement.

II. PURPOSE OF THIS AGREEMENT

2.1 Seller owns an uncertificated 50% Membership Interest in the Company, which consists of 50,000 Units and 50% of the issued and outstanding Membership Interests of the Company.

2.2 Buyer desires to purchase from Seller all of Seller's Membership Interests pursuant to the terms of this Agreement, so that following such sale and purchase the Seller will own no further interests of any nature whatsoever in the Company, and the Buyer will own 100% of the issued and outstanding Membership Interest in the Company, consisting of 100,000 Units.

III. CONSIDERATION

3.1 The consideration for this Agreement is the purpose of this Agreement, the Purchase Price, the mutual agreements of the parties, and the other consideration hereinafter set forth the receipt and sufficiency of which is hereby acknowledged.

IV. PURCHASE OF SHARES AND MANNER OF PAYMENT AND CLOSING

4.1 As of the date hereof, but effective as of January 1, 2015, Buyer shall purchase from Seller all of Seller's Membership Interests, consisting of a 50% Membership Interest of the Company and 50,000 Units, for the sum of Eight Thousand Dollars (\$8,000.00) ("Purchase Price").

4.2 The Purchase Price shall be paid in full by Buyer at the Closing in immediately available funds.

4.3 The closing shall be on or before March 6, 2015, at such place and time as the parties shall mutually agree ("Closing"). The parties agree that the Closing may be conducted by e-mail, facsimile, or other agreed methods, and that this Agreement may be signed in counterparts.

4.4 At the Closing, Seller shall deliver to Buyer an Assignment of Limited Liability Company Membership Interest, in substantially the form attached hereto as Exhibit A, and any other documents that may be required to effect a valid transfer of the Membership Interests by Seller to Buyer, free and clear of all liens, encumbrances, or claims of any nature whatsoever.

V. REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 Seller represents and warrants to Buyer as follows:

5.1.1 Seller owns a fifty percent (50%) Membership Interest in the Company represented by 50,000 Units which consists of fifty percent (50%) of the issued and outstanding Membership Interests in the Company.

5.1.2 Seller is the true and lawful owner of the Seller's Membership Interests, and such Membership Interests are free and clear of all liens, encumbrances, claims, and restrictions whatsoever, and Seller has the full right and power to sell and transfer same.

5.1.3 Seller's Membership Interests are transferable upon the books of the Company.

5.1.4 There are no outstanding state, federal, local or other tax liabilities which are related or attributed to Seller's Membership Interests.

5.1.5 To the knowledge of Seller, the Company is in good standing and is not in violation of any law, regulation, or ordinance, including, without limitation, any occupational, safety, and health or environmental law or regulation, or any order of any court or federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality; and there are no claims, actions, suits, or proceedings instituted or filed or, to the knowledge of Seller, threatened or which in the future may be threatened against or affecting the Company or the assets of the Company.

5.1.6 Seller has the full right, power, authority and capacity to perform his obligations under this Agreement, and this Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms

VI. REPRESENTATIONS AND WARRANTIES OF BUYER

6.1 Buyer represents and warrants to Seller as follows:

6.1.1 This Agreement has been duly executed and delivered by Buyer, constitutes valid and binding obligations of Buyer.

6.1.2 Buyer acknowledges that he has full disclosure of and access to the Company's tax returns, financial statements, books and records, including any and all contracts of the Company, and any and all assets owned by the Company.

6.1.3 Buyer has the full right, power, authority and capacity to perform his obligations under this Agreement, and this Agreement constitutes the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms.

6.1.4 Buyer has not withheld or failed to disclose to Seller any material information or matters pertaining to the Company, its financial condition, its current operations, or its properties which would be reasonably relevant to Seller in making his decision to sell his Membership Interests upon the terms and conditions contained herein. Seller acknowledges that Buyer has provided Seller and his counsel with the opportunity to inquire about the Company's business, operations, properties, and financial condition.

VII. RESIGNATION AND ASSIGNMENT OF PROPERTIES

7.1 Seller hereby resigns as a managing member and from any other offices that he holds with the Company. Further, Seller acknowledges and agrees that he is not entitled to any further distributions, profits, compensation, or other consideration from Buyer or the Company.

7.2 Seller acknowledges that the Company owns all domain names, logos, trademarks, and other property of any nature whatsoever, associated with the business of the Company, including, but not limited to, "Zync Up", "Map My Night", "Zync-up.com", "Zync-up.net", and "Upgrade Don't Buy". Seller agrees to cooperate with Buyer and the Company to accomplish the transfer of any such properties registered by or possessed by Seller at the Closing or after the Closing. Seller acknowledges and agrees that he relinquishes any rights of ownership in any such properties in favor of the Company.

VIII. NO SECURITIES LAW REGISTRATION

8.1 The parties acknowledge that the Membership Interests are not registered with the Securities and Exchange Commission or with any state securities or "blue sky" laws. The parties hereby indemnify and hold each other harmless for any and all claims which could otherwise be made as a result of not registering the Membership Interests.

IX. INDEMNIFICATION AND RELEASE

9.1 The Seller agrees to defend and hold Buyer harmless from, against, for, and in respect of any and all Losses (as defined below) asserted against, relating to, imposed upon, or incurred by Buyer by reason of, resulting from, based upon, or arising out of:

9.1.1 The material breach of any representation or warranty of Seller contained in this Agreement.

9.1.2 The failure of Seller to comply in all material respects with any of the covenants made by Seller in this Agreement; and

9.1.3 Any liabilities or obligations arising due to the ownership of Seller's Membership Interests purchased prior to the Closing.

9.2 Buyer agrees to defend and hold Seller harmless from, against, for, and in respect of any and all Losses (as defined below) asserted against, relating to, imposed upon, or incurred by Seller by reason of, resulting from, based upon, or arising out of:

9.2.1 The material breach of any representation or warranty of Buyer contained in this Agreement.

9.2.2 The failure of Buyer to comply in all material respects with any of the covenants made by Seller in this Agreement; and

9.2.3 Any liabilities or obligations arising due to the ownership of the Membership Interests purchased following the Closing.

9.3 For the purposes of this Article IX, "Losses" shall mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys' and other professional fees, and expenses incurred in the investigation, preparation, defense, and settlement of any claim, loss, damage, or liability as to which a party is entitled to indemnification hereunder. Anything herein to the contrary notwithstanding, no party shall be liable to any other party under this Article IX for punitive or consequential damages, including lost profits.

9.4 Except as otherwise provided for in this Agreement, Seller releases Buyer and the Company from any claims or demands of any nature whatsoever, whether known or unknown. Further, except as otherwise provided for in this Agreement, Buyer releases Seller from any claims or demands of any nature whatsoever, whether known or unknown.

X. RESTRICTIVE COVENANTS

10.1 In consideration of the payment of the Purchase Price, Seller agrees to the following:

10.1.1 Seller acknowledges that as a consequence of his relationship with the Company, trade secrets and information of a proprietary or confidential nature relating to the business of the Company has been disclosed to, or learned by, Seller, including, without limitation, if any, information about trade secrets, inventions, products, services, patents, licenses, codes, research projects, costs, special manufacturing methods, processes, techniques, protocols, plans for future development, market analysis, product uses, projects and plans, information regarding the Company's financial status, customers, profits, profit margins, project costs, quality assurance study results, pricing information, materials and labor costs, and any other information that may not be known generally or publicly outside of the Company (collectively referred to as "Confidential Information"). Notwithstanding the above, Confidential Information shall not include information which is generally available to the public or in the public domain, is lawfully acquired by Seller after the Closing from sources not under a confidentiality obligation, or was already in Seller's possession prior to the organization of the Company.

10.1.2 Seller acknowledges that such Confidential Information is generally not known in the trade and is of considerable importance to the Company, and agrees that he will hold in confidence and not disclose to any third party, and not make use of, any such Confidential Information.

10.2 Seller agrees that for a period of three (3) years commencing on the date of this Agreement that Seller shall not in any manner, directly:

10.2.1 Alone or as a partner, joint venturer, equity holder, officer, director, member, employee, consultant, agent, independent contractor or stockholder of, or lender to, any company or business that is directly competitive with the Company's business as conducted by the Company as of the date hereof or contemplated by the Company as has been documented by the Company as of February 14, 2015, anywhere within the continental United States;

10.2.2 Solicit any customer of the Company to patronize any business directly in competition with the Company's business as conducted by the Company as of the date hereof or contemplated by the Company as has been documented by the Company as of February 14, 2015; and

10.2.3 Request or advise any person who is a customer, employee or vendor of the Company, or its successors to withdraw, curtail or cancel any such customer's or vendor's business with such entity; participate in, be employed by, be connected with, have any financial or other interest in or aid or assist anyone else in any business or operations competitive with the Company's business as conducted by the Company as of the date hereof or contemplated by the Company as documented by the Company as of February 14, 2015.

10.3 The provisions of this Article X are severable and separate and, in the event that one or more of said provisions should be determined to be overbroad as to activity or time covered, said activity or time covered may be reduced to the extent the Court deems reasonable and such provisions may be enforced as to such reduced activity or time, and all other provisions hereof shall remain in full force and effect.

10.4 Seller acknowledge that all of the restrictions in this Article X are reasonable in all respects under the circumstances, including area, duration and scope of activity restricted, and do not impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company. Seller acknowledges that the breach, or threatened breach, by Seller of the provisions of this Article X shall cause irreparable harm to the Company, which harm cannot be fully redressed by the payment of damages to the Company. Accordingly, the Company shall be entitled, in addition to any other right or remedy it may have at law or in equity, to an injunction enjoining or restraining Seller from any breach or threatened breach of the provisions of Article X. Seller hereby waives the defense in any equitable proceeding that there is an adequate remedy at law for any such breach.

10.5 In the event Seller violates the terms of Article X and Buyer is the prevailing party in any legal proceeding concerning such violation, Seller shall reimburse the Company for all costs, expenses, or damages that it incurs as a result of any violation by him of

any provision of Article X. This obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

XI. MISCELLANEOUS PROVISIONS

11.1 This Agreement is binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

11.2 If any other provision or clause of this Agreement or application thereof is held invalid by any Court or legislature, such invalidity shall not affect the provisions or applications of this Agreement which may be given effect without the invalid provision or application.

11.3 The laws of the State of Texas shall govern the construction of this Agreement and the rights and duties of the parties hereunder.

11.4 This Agreement sets forth all of the promises, agreements, conditions and understanding by and between the parties and there are no other promises, agreements, conditions or understandings, either verbal or written, by and between the parties other than those set forth herein. Further, no third parties shall have any rights under or be third party beneficiaries under of this Agreement.

11.5 No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by all of the parties.

11.6 In the instance any litigation or action in arbitration is instituted to enforce any provision herein, all legal fees and courts costs of the prevailing party shall be borne by the non-prevailing party.

11.7 Except as provided in Section 10.2, above, all representations, warranties, covenants, and agreements of any of the parties to this Agreement or in any other agreement, certificate, or instrument provided for by this Agreement shall indefinitely survive the execution and deliver of this Agreement and the Closing.

11.8 The parties agree that subsequent to the Closing, each party to this Agreement shall, at the request of any other, furnish, execute and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out the transactions contemplated hereunder.

11.9 Except as provided herein, each party shall assume and pay his or its own legal, accounting and other expenses in connection with the transactions contemplated by this Agreement.

11.10 Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested as follows:

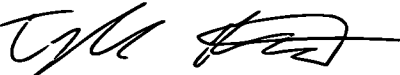
If to Seller: Tyler Rustin
300 N. Lamar Boulevard, Apt. 229
Austin, Texas 78703

If to Buyer: Aaron Benz
1200 Barton Hills Drive, Apt. 110
Austin, Texas 78704

11.11 Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

11.12 Subject to the restrictive covenants contained in this Agreement, nothing in this Agreement shall prevent either party from engaging in any other activities or businesses. Neither party shall have any right in or to such other activities or businesses or to the income or proceeds derived therefrom.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement effective as of the date set forth above.



TYLER RUSTIN, Seller



AARON BENZ, Buyer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS LIMITED LIABILITY COMPANY UNDER THE NAME OF "MF GENIUS, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "MF GENIUS, LLC" TO "MF GENIUS, CORP.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF JULY, A.D. 2016, AT 4:51 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



6101758 8100F
SR# 20164980176

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202685524
Date: 07-19-16

TRADEMARK
REEL: 006099 FRAME: 0225

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE LIMITED LIABILITY COMPANY
TO A
DELAWARE CORPORATION
PURSUANT TO SECTION 265 OF THE DELAWARE GENERAL CORPORATION LAW

1. MF Genius, LLC, a Texas limited liability company (the "*Company*"), was organized in the State of Texas under the Texas Business Organizations Code.
2. The Company was first formed on September 29, 2014.
3. The name of the Company immediately prior to the filing this Certificate of Conversion is MF Genius, LLC.
4. The name of the Company after conversion as set forth in the Certificate of Incorporation is MF Genius, Corp.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the Company, has executed this Certificate of Conversion on July 19, 2016.

**MF Genius, LLC,
(a Texas limited liability company)**

DocuSigned by:
By: Aaron Benz
Aaron Benz, Member

SIGNATURE PAGE TO CERTIFICATE OF CONVERSION
DELAWARE