

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437059

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tekserve Corporation | | 12/31/2016 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | T2 Computing, Inc. | | |
| Street Address: | 1180 Avenue of the Americas | | |
| Internal Address: | Suite 400A | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10026 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3560225 | T | |
| Registration Number: | 3550140 | | |
| Registration Number: | 3271258 | TEKSERVE | |
| Registration Number: | 2060436 | TEKSERVE | |
| 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: | 2126030490 | | |
| Email: | dc@robinsonbrog.com | | |
| Correspondent Name: | David Cykiert | | |
| Address Line 1: | 9th Floor, 875 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| NAME OF SUBMITTER: | David Cykiert | | |
| SIGNATURE: | /David Cykiert, Esq./ | | |
| DATE SIGNED: | 07/28/2017 | | |
| Total Attachments: 3 | | | |
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TRADEMARK ASSIGNMENT

ASSIGNMENT OF TRADEMARKS (“Assignment”), effective as of December 31, 2016, from Tekserve Corporation, a New York corporation (the “Assignor”) to T2 Computing, Inc., a New York corporation (“Assignee,” and together with the Assignor, the “Parties”).

WHEREAS, in connection with a closing pursuant to that certain Stock Purchase Agreement, dated as of December 5, 2016, by and among the Parties (the “Purchase Agreement”), Assignor and Assignee entered into that certain Assignment and Assumption Agreement, dated as of December 31, 2016 (the “Assignment and Assumption Agreement”), whereby Assignor assigned to Assignee certain intellectual property rights used in connection with the operation of the Tekserve Business and the T2 Business (as each are defined in Purchase Agreement), including those trademarks set forth on Schedule A attached hereto (the “Registered Trademarks”), which Registered Trademarks were and are registered with the United States Patent and Trademark Office (the “USPTO”); and

WHEREAS, pursuant to Paragraph 5.5 of the Purchase Agreement, entitled “Further Assurances,” the Parties agreed to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder and thereunder; and

WHEREAS, the Parties desire to memorialize the transfer of the Registered Trademarks by entering into this Assignment and to record this Assignment with the USPTO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties,

1. Assignor hereby grants, transfers, sells, conveys, assigns and delivers to Assignee, free and clear of any liens, charges, pledges, security interests, imperfections of title, claims or other encumbrances, from and after the date hereof, all of Assignor’s right, title and interest of every kind and nature in and to the Registered Trademarks.
2. Assignee is hereby authorized to record this Assignment with the USPTO.
3. The Parties hereby agree to execute, acknowledge and deliver all instruments or documents, and take all action as may be necessary or useful to consummate the transactions contemplated hereby.
4. This Assignment may be executed in any number of counterparts, and each of which shall be deemed to be an original, but all of which shall be deemed to be one assignment. This Assignment may be executed by telefax or pdf signatures, which shall be binding and relied upon with the same force and effect as original signatures.

[Signature Page Follows]

This Assignment has been executed by the duly authorized officers of the Parties and is effective as of the date first set forth above.

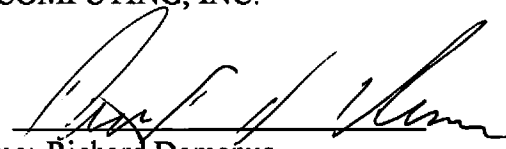
ASSIGNOR:

TEKSERVE CORPORATION

By: 
Name: Richard Demenus
Its: Secretary

ASSIGNEE:

T2 COMPUTING, INC.

By: 
Name: Richard Demenus
Its: Secretary

SCHEDULE A

REGISTERED TRADEMARKS

| TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|------------------|----------------|--------------------------------|------------------------------|
| Tek Girl | USA | 3560225 | 1/13/2009 |
| Tek Guy | USA | 3550140 | 12/23/2008 |
| Tekserve | USA | 3271258 | 7/31/2007 |
| Tekserve | USA | 2060436 | 5/13/1997 |