

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ofer Mandler		05/15/2017	INDIVIDUAL: ISRAEL
RECEIVING PARTY DATA			
Name:	Trademark Global, LLC		
Street Address:	7951 West Erie Avenue		
City:	Lorain		
State/Country:	OHIO		
Postal Code:	44053		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4692296	HOME-COMPLETE	
CORRESPONDENCE DATA			
Fax Number:	2165750911		
<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>			
Email:	ipdocket@walterhav.com		
Correspondent Name:	Walter Haverfield LLP		
Address Line 1:	1301 East 9th Street, Ste 3500		
Address Line 2:	The Tower at Erieview		
Address Line 4:	Cleveland, OHIO 44114-1821		
ATTORNEY DOCKET NUMBER:	70206-010US-000		
NAME OF SUBMITTER:	Sean F. Mellino		
SIGNATURE:	/Sean F. Mellino/		
DATE SIGNED:	08/15/2017		
Total Attachments: 4			
source=20170815171102#page1.tif			
source=20170815171102#page2.tif			
source=20170815171102#page3.tif			
source=20170815171102#page4.tif			

OP \$40.00 4692296

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated May 15, 2017 (the "Effective Date"), is made and entered into by and among Ofer Mandler, an individual ("Assignor"), and Trademark Global, LLC, a Delaware limited liability company ("Buyer"), terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Buyer, Assignor, and other parties.

WHEREAS, the parties desire for Assignor to assign to Buyer its entire right, title, and interest in the Assigned IP and other intellectual property which are part of the Purchased Assets pursuant to the Purchase Agreement; and,

WHEREAS, this Assignment is made according to the provisions of Section 3.2 (Closing Deliveries) of the Purchase Agreement, and enters into subject to, the Closing of the Purchase Agreement;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Buyer, its successors, assigns in perpetuity, all right, title, and interest in and to any patents (if any), trademarks (including those attached hereto in *Exhibit A*), trade names, service marks, domain names (including those attached hereto in *Exhibit A*), copyrights, trade secrets, know-how, technology, products, inventions, and licenses, if any, or any other intellectual property rights, including, without limitation, any applications or registrations therefor, if any, pertaining only to the Purchased Assets, including the Amazon Account, the websites pertaining to the Business, including www.Home-Complete.com and all the Content related to the Business, that Assignor holds, exploits, owns, or licenses from any Person including, without limitation, all goodwill relating to any of the foregoing, the right to claim priority rights (if any) deriving from any of the foregoing, and the right to sue for, settle and release past, present and future infringement of any of the foregoing, but excluding (i) the Shareholder's IP included in the Excluded Assets; and (ii) any information that is generally known to the public that is related to stores over internet platforms (such as Amazon.com, or other platforms) including without limitation, their management and operation that is retained in the unaided memory of employees and contractors of Assignor (collectively, the "Assigned IP").

2. Further Assurances. To the extent required in addition to the transaction at Closing, Assignor will, at its own cost and expense, promptly execute and deliver to Buyer any other documents necessary to complete the timely transfer of the Assigned IP to Buyer and, at Buyer's expense, testify in any legal proceedings, sign all lawful papers, execute all applications, make all assignments and rightful oaths, and generally do everything reasonably requested by Buyer to aid Buyer, its successors, assigns, and nominees to obtain and enforce proper protection for the Assigned IP. Assignor will not execute any agreement inconsistent with the foregoing. Assignor hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on its behalf and, instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph with the same legal force and effect as if executed by Assignor.

3. Domain Names, Social Media and Other Accounts. At its own expense, Assignor, if applicable, will promptly and properly complete and submit, to its registrar for the domain names and the owner of any social media accounts, websites and cloud services included in the Assigned IP, any and all instructions necessary to transfer ownership of such to Buyer.

4. Assignor's Cessation of Use of the Assigned IP.

4.1 Commencing on the Effective Date, other than as explicitly set forth in the Purchase Agreement, or as reasonably required in order for Assignor to comply with its undertakings under the Purchase Agreement, Assignor will: (a) provide to Buyer all existing documentation in Assignor's possession necessary to fully produce and exploit all trade secrets and other information that relates to the Assigned IP, (b) destroy all remaining copies of all printed or electronic media in Assignor's possession relating to such documentation, trade secrets and information, and (c), to the maximum extent permitted by applicable law, cease all use and development of, and forever refrain from using in any manner, the trade secrets and any information that relates to the Assigned IP.

4.2 Commencing on the Effective Date, other than as explicitly set forth in the Purchase Agreement, or as reasonably required in order for Assignor to comply with its undertakings under the Purchase Agreement, Assignor will immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos as they appear in the Assigned IP (or anything confusingly similar thereto), including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta tag, directory search term, or a component of any of the foregoing.

5. Waiver of Moral Rights. Assignor hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned IP and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. The Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

8. Governing Law. This Assignment and all Proceedings arising out of or related to this Assignment will be governed by and construed in accordance with the Laws of the State of New York without reference to such state's principles of conflicts of Law.

9. Counterparts; Electronic Signature. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties hereto need not sign the same counterpart. This Assignment, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, .PDF, or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. At the request of any party hereto or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

Ofer Mandler
Ofer Mandler, Individually

Address: Haber 86, Dimona, Israel

BUYER:

TRADEMARK GLOBAL, LLC

By: Dan Sustar

Name: Dan Sustar

Title: CEO

Address: 7951 West Erie Avenue, Lorain, Ohio 44053

SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Exhibit A

Trademarks

Mark	Registration No.	Country
HOME-COMPLETE	86340954	USA

Domain Names

<www.home-complete.com>

135548848.5