

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446579

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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 |
| Bramber Inc. | | 12/24/2013 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | 195Places, Inc. | | |
| Street Address: | 27 Shields Street | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94132 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4517648 | FLASHBACK | |
| 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> | | | |
| Email: | meaghan@zorelaw.com | | |
| Correspondent Name: | Meaghan Zore | | |
| Address Line 1: | 391 Sutter Street, Suite 207 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94108 | | |
| NAME OF SUBMITTER: | Meaghan Zore | | |
| SIGNATURE: | /s/ Meaghan Zore | | |
| DATE SIGNED: | 10/10/2017 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 4517648

ASSIGNMENT OF TRADEMARK

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bramber Inc. ("**Seller**"), a California corporation hereby sells, assigns, transfers, and conveys to 195 Places, Inc. ("**Buyer**"), a California corporation, pursuant to the Asset Purchase and Sale Agreement dated as of December 23, 2014, by and between Seller and Buyer, all right, title, and interest in and to the trademark registrations and applications set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Trademark upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed as of the 23rd Day of December 2014.

BRAMBER INC.

Bradley Taylor
By: _____

Brad Taylor, CEO

TRADEMARK

Schedule 1

[See attached]

TRADEMARK

United States of America
United States Patent and Trademark Office

Flashback

Reg. No. 4,517,648

BRAMBER INC. (CALIFORNIA CORPORATION)
1116 BALBOA ST
SAN FRANCISCO, CA 94118

Registered Apr. 22, 2014

Int. Cl.: 9

FOR: COMPUTER APPLICATION SOFTWARE FOR MOBILE PHONES, NAMELY, SOFTWARE FOR TAKING PHOTOS AND VIDEO AT THE SAME TIME, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

TRADEMARK

FIRST USE 1-1-2013; IN COMMERCE 3-3-2013.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-055,923, FILED 9-4-2013.

WENDY GOODMAN, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006178 FRAME: 0300

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.