

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448703

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Butterfleye, Inc.		03/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Scorpion Investments, L.P.		
<b>Street Address:</b>	134 Spring Street		
<b>Internal Address:</b>	Suite 503		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	Limited Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100939	BUTTERFLEYE	
<b>Registration Number:</b>	5100938		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123715500		
<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>			
<b>Phone:</b>	(212) 209-3044		
<b>Email:</b>	rclarida@reitlerlaw.com		
<b>Correspondent Name:</b>	Robert W. Clarida		
<b>Address Line 1:</b>	885 3rd Ave.		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Robert W. Clarida		
<b>SIGNATURE:</b>	/robert clarida/		
<b>DATE SIGNED:</b>	10/26/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of March 28, 2017, by BUTTERFLEYE, INC., a Delaware corporation with an office at 2191 South El Camino Real, Suite B, San Mateo, CA 94043 ("Assignor"), to BLUE SCORPION INVESTMENTS, L.P. with an office at 134 Spring Street, Suite 503, New York, NY 10012 ("Assignee").

WHEREAS, Assignor has good, valid and exclusive title in and to the trademarks set forth on Exhibit A attached hereto and made a part hereof, including all common law rights therein; all rights in the U.S. registrations thereof and all renewals thereof; all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringements; and all other rights corresponding therein throughout the world (collectively, the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, and transfer to Assignee, its successors and assigns all right, title and interest in and to the Trademarks.

Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, at Assignor's expense, all such further reasonable acts or documentation for the better of assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Trademarks as Assignee may reasonably require.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

BUTTERFLEYE, INC.

DocuSigned by:  
*Behnam Nader*  
By: EG0985E410CC49A  
Name: Behnam Nader  
Title: Chief Executive Officer

EXHIBIT A

TRADEMARK SCHEDULE

Mark	Date Filed:	Serial Number:	Reg. No.:	Reg. Date:	Renewal Date:	Termination Date:
Butterfleye	01/13/15	86502147	5100939	12/13/16		
Butterfleye	01/13/15	86502142	5100938	12/13/16		