

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452641

<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>
CultureJam, Inc.		03/21/2014	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orange Soda, Inc.		
<b>Street Address:</b>	3680 Victoria Street North		
<b>City:</b>	Shoreview		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3842982	PROMOJAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6123364785		
<b>Email:</b>	ljones@merchantgould.com		
<b>Correspondent Name:</b>	Lindsay Jones		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	3200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	12839.249US01		
<b>NAME OF SUBMITTER:</b>	Lindsay Jones		
<b>SIGNATURE:</b>	s/Lindsay Jones/		
<b>DATE SIGNED:</b>	11/30/2017		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

March 21, 2014

WHEREAS, CultureJam, Inc., a California corporation having a principal place of business of 2434 Lincoln Blvd., Floor 2, Venice, CA 90291 (the "Assignor"), is the owner of certain trademarks listed on Schedule A hereto (collectively, the "Marks"); and

WHEREAS, Orange Soda, Inc., a Nevada corporation having a place of business of 3680 Victoria Street North, Shoreview MN 55126 (the "Assignee") and the Assignor are parties an Asset Purchase Agreement pursuant to which Assignee will acquire the Marks; and

WHEREAS, Assignee is a successor to the business of Assignor that utilizes the Marks, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of its right, title, interest and licenses in and to the Marks listed on Schedule A, including all registrations and applications to register the Marks, together with the goodwill of the businesses connected with the use of and symbolized by the Marks.

2. Assignor represents and warrants to Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement materially and adversely affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor. Assignee accepts assignment of the Marks.

3. Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights and to register the Marks with any entity as desired by the Assignee.

4. Assignor further agrees that it will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto (at the sole cost of Assignee) and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

5. Assignor agrees, for itself and its legal representatives, to reasonably assist Assignee in the prosecution and maintenance before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Marks, (at the sole cost of Assignee), that Assignee elects to make covering the Marks.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

\*\* [EXECUTION VERSION] \*\*

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Delivery of an executed counterpart of this Assignment by facsimile or email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

CULTUREJAM, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2014, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of CultureJam, Inc., and acknowledged that s/he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

ASSIGNEE:

ORANGE SODA, INC.

By: *[Signature]*

Its: Secretary

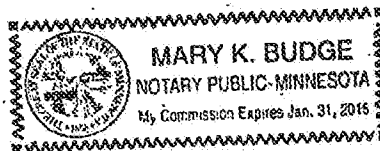
STATE OF MINNESOTA )

) ss:

COUNTY OF Ansony )

On this 21<sup>st</sup> day of March, 2014, personally appeared *Anthony Scarfo* to me known and known to be the Secretary of Orange Soda, Inc., and acknowledged that s/he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

*[Signature]*  
Notary Public



[Signature Page to Trademark Assignment]

16408-00002/2140324.3

**\*\* [EXECUTION VERSION] \*\***

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Delivery of an executed counterpart of this Assignment by facsimile or email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

ASSIGNOR:

CULTUREJAM, INC.

By: \_\_\_\_\_

Its: CEO - Matt MacNaughton

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2014, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of CultureJam, Inc., and acknowledged that s/he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

ASSIGNEE:

ORANGE SODA, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2014, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of Orange Soda, Inc., and acknowledged that s/he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

**PLEASE SEE  
ATTACHED NOTARY  
ACKNOWLEDGEMENT**

*[Signature Page to Trademark Assignment]*

16402-00002/2140324.3

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

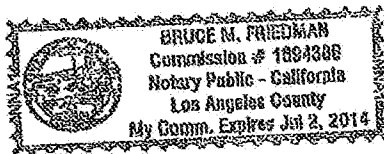
State of California

County of LOS ANGELES

On MARCH 21, 2014 before me, BRUCE M. FRIEDMAN, NOTARY PUBLIC  
(Date) (Here Insert Name and Title of the Officer)

personally appeared MATT McNAUGHTON  
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bruce M. Friedman  
(Signature of Notary Public)

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: MARCH 21, 2014 Number of Pages: 5, including notary

Signer(s) Other Than Named Above: \_\_\_\_\_

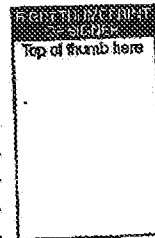
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Matt McNAUGHTON

- Individual
- Corporate Officer — Title(s): CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



- Signer's Name: \_\_\_\_\_
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: CULTUREJAM, INC

Signer is Representing: \_\_\_\_\_

SCHEDULE A

Trademarks

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Country
CULTURE JAM	77692161	March 16, 2009	3,880,691	Nov. 23, 2010	United States
CULTURE JAM	77692157	March 16, 2009	3,887,110	Dec. 7, 2010	United States
CULTURE JAM	77692149	March 16, 2009	3,887,109	Dec. 7, 2010	United States
CULTURE JAM	77692140	March 16, 2009	3,883,589	Nov. 30, 2010	United States
CULTURE JAM	77692127	March 16, 2009	3,901,226	Jan. 4, 2011	United States
CULTURE JAM	77692121	March 16, 2009	3,901,225	Jan. 4, 2011	United States
PROMOJAM-GO!	85447451	Oct. 14, 2011	4,157,517	June 12, 2012	United States
PROMOJAM-GO!	85446453	Oct. 13, 2011	4,157,423	June 12, 2012	United States
PROMOJAM Social Marketing Platform	85125504	Sept. 8, 2010	3,908,211	Jan. 18, 2011	United States
PROMOJAM	85125502	Sept. 8, 2010	3,908,210	Jan. 18, 2011	United States
PROMOJAM Social Marketing Platform	85048439	May 26, 2010	3,907,345	Jan. 18, 2011	United States
PROMOJAM	77841841	Sept. 8, 2010	3,842,982	Aug. 31, 2010	United States

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