

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sold.com Holdings Parent, LLC		01/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sold.com Holdings, Inc.		
Street Address:	1 Mauchly		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2704370	SOLD.COM	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	2029426989		
Email:	john.rynkiewicz@apks.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	Arnold & Porter Kaye Scholer LLP		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	John P. Rynkiewicz		
SIGNATURE:	/john p rynkiewicz/		
DATE SIGNED:	01/06/2018		
Total Attachments: 4			
source=Ten-X LLC Assignment from Sold.com Holdings Parent to Sold.com Holdings Inc#page1.tif			
source=Ten-X LLC Assignment from Sold.com Holdings Parent to Sold.com Holdings Inc#page2.tif			
source=Ten-X LLC Assignment from Sold.com Holdings Parent to Sold.com Holdings Inc#page3.tif			
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SOLD.COM HOLDINGS PARENT TRADEMARK ASSIGNMENT AGREEMENT

This SOLD.COM HOLDINGS PARENT TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 1, 2018 ("Effective Date"), is made by and among Sold.com Holdings Parent, LLC, a Delaware limited liability company ("Assignor") and Sold.com Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, together with certain other parties, have entered into that certain Contribution and Acceptance Agreement, dated and effective as of the Effective Date ("Contribution and Acceptance Agreement"), pursuant to which the Assignor contributed, assigned, conveyed, granted, and transferred all of its right, title, and interest to, in, and under certain intellectual property to Assignee, including the trademark registration set forth on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the parties desire to execute this Assignment pursuant to the terms and conditions of the Contribution and Acceptance Agreement, for filing with the United States Patent and Trademark Office ("USPTO") and the equivalent entities or agencies in any applicable foreign countries.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Transfer of Assigned Intellectual Property. Assignor hereby irrevocably contributes, assigns, conveys, grants, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the trademark registration set forth on Exhibit A, together with all (i) unregistered or common law rights in or with respect to any of the foregoing in any jurisdiction, (ii) goodwill associated with each of the foregoing, and (iii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, unfair competition, dilution, misappropriation and any other violations with respect thereto, the right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated therewith, the right to collect, receive and retain all income, royalties, proceeds, damages, payments now or hereafter due or payable in connection therewith, and all rights to file for and maintain registrations thereof. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee of such registrations and applications.

2. Further Assurances. Upon the request of any party hereto, the other party hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment and confirmation, and shall take, or cause to be taken, such further or other actions as the other parties hereto may deem necessary or desirable to carry out the intent and purposes of this Assignment and to consummate and give effect to the transactions contemplated hereby.

3. Assignment; Successors. Except as otherwise expressly provided herein, all covenants and agreements contained in this Assignment by or on behalf of any of the parties hereto

shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

4. Amendment and Modification. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the party against which such change, waiver, discharge or termination is sought to be enforced.

5. Entire Agreement. Except as otherwise expressly set forth herein, this Assignment embodies the complete agreement among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

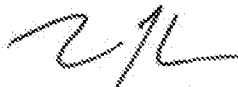
6. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument. Signatures transmitted by facsimile and electronic copy shall be binding.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the exhibits and schedules hereto shall be governed by the laws (but not the law respecting conflicts of law) of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOLD.COM HOLDINGS PARENT, LLC

By: 
Name: Lee Leska
Title: Secretary

SOLD.COM HOLDINGS, INC.


By: 
Name: Lee Leska
Title: Secretary

EXHIBIT A

ASSIGNED TRADEMARK

Licensed Mark	Jurisdiction	Serial No. / Filing Date	Reg. No. / Reg. Date
SOLD.COM	United States	76/413525 5/28/2002	2704370 4/8/2003