

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458457

|   |  |                       |                                       |
|---|--|-----------------------|---------------------------------------|
| <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>                    |
| EO Online, LLC  |  | 12/31/2015            | Limited Liability Company:<br>FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                       |
| <b>Name:</b>  | OCS Consultants, Inc.                              |                       |                                       |
| <b>Street Address:</b>  | 4700 Millenia Blvd                                 |                       |                                       |
| <b>City:</b>  | Orlando  |                       |                                       |
| <b>State/Country:</b>   | FLORIDA  |                       |                                       |
| <b>Postal Code:</b>   | 32839  |                       |                                       |
| <b>Entity Type:</b>   | Corporation: FLORIDA                               |                       |                                       |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                       |
| <b>Registration Number:</b>   | 4408428  | EVERYOCCASION.COM     |                                       |
| <b>Registration Number:</b>   | 4381268  | EVERY OCCASION        |                                       |
| <b>Registration Number:</b>   | 4408427  | EVERYOCCASION.COM     |                                       |
| <b>Registration Number:</b>   | 4381267  | EVERY OCCASION        |                                       |
| <b>Registration Number:</b>   | 4429821  | EVERYOCCASION.COM     |                                       |
| <b>Registration Number:</b>   | 4429820  | EVERY OCCASION        |                                       |
| <b>Registration Number:</b>   | 4412159  | EVERYOCCASION.COM     |                                       |
| <b>Registration Number:</b>   | 4389550  | EVERY OCCASION        |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                       |
| <b>Fax Number:</b>  | 2123101659   |                       |                                       |
| <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>   | 212-626-4557                                       |                       |                                       |
| <b>Email:</b>   | nyctrademarks@bakermckenzie.com                    |                       |                                       |
| <b>Correspondent Name:</b>  | Lisa W. Rosaya                                     |                       |                                       |
| <b>Address Line 1:</b>  | 452 Fifth Avenue                                   |                       |                                       |
| <b>Address Line 2:</b>  | Baker & McKenzie LLP                               |                       |                                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10018                           |                       |                                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 10083185-50216272                                  |                       |                                       |

CH \$215.00 4408428

|   |                  |
|---|------------------|
| <b>NAME OF SUBMITTER:</b>   | Lisa W. Rosaya   |
| <b>SIGNATURE:</b>   | /Lisa W. Rosaya/ |
| <b>DATE SIGNED:</b>   | 01/18/2018       |
| <b>Total Attachments: 3</b><br>source=TM Assignment EO Online to OCS Consultants 12.31.15#page1.tif<br>source=TM Assignment EO Online to OCS Consultants 12.31.15#page2.tif<br>source=TM Assignment EO Online to OCS Consultants 12.31.15#page3.tif |                  |

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made effective as of December 31, 2015, by and between EO Online, LLC, a Florida limited liability company (hereinafter referred to as "Assignor"), and OCS Consultants, Inc., a Florida corporation (hereinafter referred to as "Assignee"). Both Assignor and Assignee having their principal offices at 4700 Millenia Blvd, Orlando, Florida 32839, U.S.A. (hereinafter referred to as "Assignee").

A. Assignor is the owner of the right, title, and interest in and to the trademark applications and/or registrations listed in Exhibit A (collectively, the "Trademarks"); and

B. Assignee desires to acquire all of Assignor's right, title, and interest, in and to the Trademarks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title, and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing true and correct recitals, which are incorporated as an integral part of this Agreement and are not mere recitals hereto, and the payment of One Hundred U.S. Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor is the owner of the right, title and interest in and to the Trademarks listed in Exhibit A, and the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks with any goodwill associated therewith and which is symbolized thereby. Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. **Rights and Privileges.** All rights and privileges, including the right to sue for and receive all damages from past infringements of the Trademarks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.

3. **Authorization.** Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Trademarks.

4. **Further Assurances.** Assignor further covenants that Assignor will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademarks.

5. **Right to Convey.** Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter herein.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by an authorized representative as of the day and the year first written above.

**EO ONLINE, LLC**

Name: Thomas Avallone

Signature: 

Title: President

**OCS CONSULTANTS, INC.**

Name: Thomas Avallone

Signature: 

Title: President

EXHIBIT A

| <u>Trademark</u>  | <u>Registration<br/>No.</u> | <u>Class</u> |
|-------------------|-----------------------------|--------------|
| Everyoccasion.com | 4408428                     | 43           |
| Every Occasion    | 4381268                     | 43           |
| Everyoccasion.com | 4408427                     | 42           |
| Every Occasion    | 4381267                     | 42           |
| Everyoccasion.com | 4429821                     | 38           |
| Every Occasion    | 4429820                     | 38           |
| Everyoccasion.com | 4412159                     | 35           |
| Every Occasion    | 4389550                     | 35           |