

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459544

<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>
Karl Schieneman		01/23/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Inspired Review LLC		
<b>Street Address:</b>	510 Shotgun Road, 5th Floor		
<b>City:</b>	Sunrise		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33326		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4027279	REVIEW LESS	
<b>Registration Number:</b>	4125378	REVIEW RIGHT	
<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>	212-537-6221		
<b>Email:</b>	ian@herricktechlaw.com		
<b>Correspondent Name:</b>	Ian Herrick		
<b>Address Line 1:</b>	222 Broadway, 19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10038		
<b>NAME OF SUBMITTER:</b>	Ian Herrick		
<b>SIGNATURE:</b>	/Ian Herrick/		
<b>DATE SIGNED:</b>	01/26/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 3, 2018, is made by Karl Schieneman ("Seller"), presently residing at 16468 Parrish Avenue, Lowell IN 46356, in favor of Inspired Review LLC ("Buyer"), a Delaware limited liability company, with offices located at 40 Tomoka Ridge Way, Ormond Beach, FL 32174, the purchaser of certain assets of Seller pursuant to the Asset Transfer Agreement, dated as of January 1, 2016, between and among Buyer, on the one hand, and Seller and Olga Schieneman, on the other (the "Asset Transfer Agreement"), and the Bill of Sale, Transfer and Assignment of Assets of Karl Scheineman, Olga Scheineman, Review Less, LLC and Review Right, LLC, between and among Buyer, on the one hand, and Seller, Olga Schieneman, Review Less, LLC, a Pennsylvania limited liability company, and Review Right, LLC, a Pennsylvania limited liability company (the "Bill of Sale," and together with the Asset Transfer Agreement, the "Purchase Agreements").

WHEREAS, under the terms of the Purchase Agreements, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. 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 Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

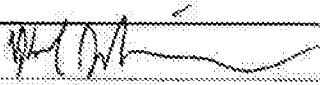
3. Terms of the Purchase Agreements. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreements, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreements shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreements, on the one hand, and the terms hereof, on the other, the terms of the Purchase Agreements shall govern.

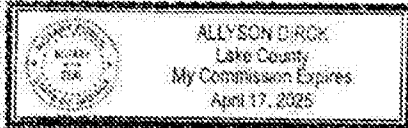
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

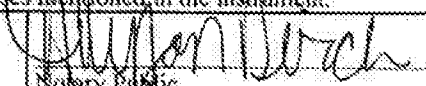
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.


	Karl Schieneman, <i>in his individual capacity</i>
	 Karl Schieneman Address for Notices: 16468 Parrish Avenue Lowell IN 46356

ACKNOWLEDGMENT	
STATE OF INDIANA COUNTY OF <u>Lake</u>	) )SS. ) 

On the 16<sup>th</sup> day of January, 2018, before me personally appeared Karl Schieneman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his individual capacity, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

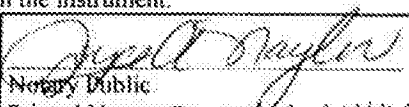
My Commission Expires: <u>8</u> <u>04/17/2025</u>	 Notary Public Printed Name: <u>Allyson Dirck</u>
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IN WITNESS WHEREOF, Assignee has duly executed, received and accepted this Trademark Assignment as of the date first written above.

AGREED TO AND ACCEPTED:	Inspired Review LLC
	By:  Name: Michael Dalewitz Title: CEO

ACKNOWLEDGMENT	
STATE OF PENNSYLVANIA COUNTY OF <u>BUCKS</u>	) )SS. )

On the 23<sup>rd</sup> day of JANUARY, 2018, before me personally appeared Michael Dalewitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of Inspired Review LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Inspired Review LLC for the uses and purposes mentioned in the instrument.

My Commission Expires:	<small>COMMONWEALTH OF PENNSYLVANIA</small> <b>NOTARIAL SEAL</b> Joyce A Naylor, Notary Public Lower Makefield Township, Bucks County My commission expires July 12, 2020	 Notary Public Printed Name: <u>Joyce A. NAYLOR</u>
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**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
REVIEW RIGHT	Federal	4125378	April 10, 2012
REVIEW LESS	Federal	4027279	September 13, 2011