

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circlepix.com, LLC		01/31/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	InsideRE, LLC		
Street Address:	6510 S. Millrock Dr., Ste 430		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3484519	CIRCLEPIX	
Registration Number:	3484603	CIRCLEPIX	
Registration Number:	5127973	CIRCLEPIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8015327840		
Email:	cpehrson@parrbrown.com		
Correspondent Name:	Chad Pehrson		
Address Line 1:	101 South 200 East Ste 700		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Chad S. Pehrson		
SIGNATURE:	/Chad S. Pehrson/		
DATE SIGNED:	02/01/2018		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of the 31st day of January, 2018 by CirclePix.com, LLC, a Utah limited liability company (the "Assignor"), to InsideRE, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark registrations set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Trademarks");

WHEREAS, Assignor has certain ongoing and existing business pertaining to the Trademarks, including but not limited to the promotion of market opportunities pertaining to the Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the 31st day of January, 2018 by and among Assignor, Assignee, and the members of Assignor (the "Asset Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to purchase certain assets of Assignor, including all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the Business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing Date, Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee, its successors and assigns, all right, title, and interest now and hereafter in force and effect that Assignor has, may have, or hereafter acquire in and to the Trademarks, including but not limited to (a) all renewals and extensions thereof; (b) all claims, demands, refunds, rebates, causes of action, choses in action, rights of recovery, rights of set-off and rights of recoupment related thereto, including all such rights relating to or accruing from the breach, infringement or misappropriation, past, present, or future, as the case may be, of any of the foregoing; and (c) all goodwill associated therewith.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Construction. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith.

5. Governing Law. This Assignment and any disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby (whether in contract, tort or otherwise) shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

6. Jurisdiction and Venue. Each of the parties irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or connected to this Assignment or the matters contemplated herein or therein shall be brought only in the courts of the State of Utah or the Federal Courts of the United States of America, in each case sitting in Salt Lake County, Utah, (b) consents to the jurisdiction of such courts in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of such suit, action or proceeding in any such court, the parties hereby acknowledging that venue in such courts in Salt Lake County is more convenient than venue in any other court whatsoever.

7. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8. Binding Effect. This Assignment shall apply to, be binding in all respects upon and inure to the benefit of the permitted successors and assigns of the parties.

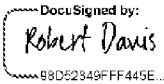
9. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Assignment. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date written above.

ASSIGNOR:

CIRCLEPIX.COM, LLC,
A Utah limited liability company

By:  _____
Name: Robert Davis
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

INSIDERE, LLC,
A Delaware limited liability company

By: _____
Name: William Edward Stringham
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date written above.

ASSIGNOR:

CIRCLEPIX.COM, LLC,
A Utah limited liability company

By: _____
Name: Robert Davis
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

INSIDERE, LLC,
A Delaware limited liability company

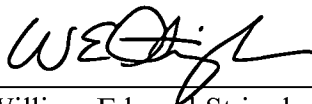


By:  _____
Name: William Edward Stringham
Title: Chief Executive Officer

EXHIBIT A

<u>Trademark</u>	<u>Goods/Services</u>	<u>Reg. Date</u>	<u>U.S. Reg. No.</u>
CIRCLEPIX	Advertising, marketing, etc., Class 35	Aug. 12, 2008	3,484,519
	Advertising, marketing, etc., Class 35	Aug. 12, 2008	3,484,603
	Advertising, marketing, etc., Class 35	Jan. 24, 2017	5,127,973