

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462213

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900432903		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Geoscape International, Inc.		12/20/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Latin Force Group LLC		
<b>Street Address:</b>	2100 West Flagler Street		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33135		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2847185	DIRECTARGET	
<b>Registration Number:</b>	2427132	GEOSCAPE	
<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>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany A. Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	106319-011000		
<b>NAME OF SUBMITTER:</b>	Bethany Stokes		
<b>SIGNATURE:</b>	/Bethany Stokes/		
<b>DATE SIGNED:</b>	02/13/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 20<sup>th</sup> day of December, 2017 by and between Geoscape International, Inc., a Florida corporation having its principal place of business at 2100 West Flagler Street, 2<sup>nd</sup> Floor, Miami, Florida 33135 ("Assignor"), and Latin Force Group LLC, a Florida limited liability company having its principal place of business at 2100 West Flagler Street, 2<sup>nd</sup> Floor, Miami, Florida 33135 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Assigned Trademarks");

WHEREAS, Assignor has the desire to sell, transfer, assign and set over unto Assignee, and Assignee has the desire accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Agreement;

WHEREAS, in connection therewith, Assignor now wishes to assign to Assignee, and Assignee is desirous of acquiring from Assignor, the Assigned Trademarks;

NOW, THEREFORE, in consideration of the premises set forth above and in the Letter Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assign, transfer, sells and convey, and confirm that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignors shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Assignment.
4. Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment

Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

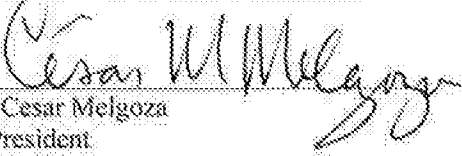
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

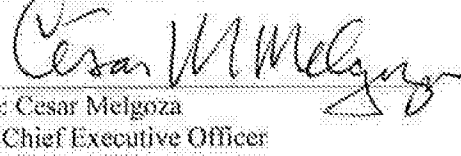
**ASSIGNOR:**

GEOSCAPE INTERNATIONAL, INC.

By:   
Name: Cesar Melgoza  
Title: President

**ASSIGNEE:**

LATIN FORCE GROUP LLC

By:   
Name: Cesar Melgoza  
Title: Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Goods and Services</b>	<b>Application Date and Number</b>	<b>Registration Date and Number</b>	<b>Jurisdiction</b>
GEOSCAPE	Class 9: Computer software for use in creating demographic and marketing maps; computer software for use in database management in the field of demographics and maps.	1045962 09-Feb-2000	TMA561821 10-May-2002	Canada
DIRECTARGET	Class 35: Organization of demographic data for advertising purposes, namely, database organization, modeling and list selection; licensing of computer software for performing database organization, modeling and list selection  Class 42: Leasing of computer systems for database organization, modeling and list selection	76/358,558 Jan 14, 2002	2,847,185 Jun. 01, 2004	United States
GEOSCAPE	Class 9: computer software for use in creating demographic and marketing maps; computer software for use in database management in the field of demographics and maps	76/018,879 Apr. 06, 2000	2,427,132 Feb 06, 2001	United States