

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OfferCraft, LLC		03/12/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	VisuaLimits, LLC		
Street Address:	701 S. Carson Street, Suite 200		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4723338	OFFERCRAFT	
Registration Number:	4723348	WANT TO PAY FOR IT OR PLAY FOR IT?	
Registration Number:	5386319	MOTIVATIONHEALTH	
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:	3032231100		
Email:	cmerriam@bhfs.com		
Correspondent Name:	Cassidy A. Merriam		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	019626.0005		
NAME OF SUBMITTER:	Cassidy A. Merriam		
SIGNATURE:	/CAM/		
DATE SIGNED:	03/15/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 12, 2018, is made by and among: (i) VisuaLimits, LLC, a Nevada limited liability company ("Purchaser") and (ii) OfferCraft, LLC, a Nevada limited liability company (d/b/a OfferCraft) (the "Seller"), pursuant to the Asset Purchase Agreement between Purchaser, on the one hand; and Seller, the signatory members of the Seller, and Aron Ezra, as the representative of the Sellers (the "Sellers' Representative"), on the other, dated as of March 12, 2018, (the "Asset Purchase Agreement"). The Seller and Purchaser are referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, 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 Purchaser, and Purchaser 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 1 hereto and all issuances, extensions, and renewals thereof and all common law, unregistered trademarks used by Seller (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 Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark 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 Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities (and limitations) 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. 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 Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nor any other jurisdiction).

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

COMPANY:

OfferCraft, LLC

a Nevada limited liability company

By:  _____

Name: Aron Ezra

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

PURCHASER:

VisuaLimits, LLC
a Nevada limited liability company

By: 

Name: Joan Dominelli

Title: President

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademarks Registered with the United States Patent & Trademark Office:

<u>Mark</u>	<u>Registration Number</u> <u>Registration Date</u>	<u>Goods/Services Covered</u>	<u>Owner Name</u>
OFFERCRAFT	Reg. No. 4,723,338 April 21, 2015	(Int'l Class: 09) computer application software for businesses, namely, software for improving the effectiveness of marketing offers.; interactive game software	OfferCraft
WANT TO PAY FOR IT OR PLAY FOR IT?	Reg. No. 4,723,348 April 21, 2015	(Int'l Class: 09) interactive game software	OfferCraft
MOTIVATIONHEALTH	Reg. No. 5,386,319 January 23, 2018	(Int'l Class: 42) application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of healthcare, benefits programs, employee productivity, risk management	OfferCraft, LLC