

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Applian Technologies, Inc.		03/22/2018	Corporation:

RECEIVING PARTY DATA

Name:	Applian, LLC
Street Address:	8540 Dayton Avenue
City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33907
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3738737	REPLAY CAPTURE SUITE
Registration Number:	3312298	REPLAY MUSIC
Registration Number:	3488217	FREECORDER
Registration Number:	3556335	APPLIAN FLV PLAYER
Registration Number:	3559962	REPLAY MEDIA CATCHER
Registration Number:	3621375	REPLAY CONVERTER
Registration Number:	3621554	REPLAY MEDIA SPLITTER
Registration Number:	3621373	REPLAY RADIO
Registration Number:	3748546	APPLIAN TECHNOLOGIES
Registration Number:	3748514	REPLAY VIDEO CAPTURE
Registration Number:	3955893	REPLAY TELECORDER

CORRESPONDENCE DATA

Fax Number: 2399929328

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.

Phone: 2399926578

Email: dmflammang@bmdpl.com

Correspondent Name: Donna M. Flammang, Esquire

Address Line 1: 27200 Riverview Center Blvd., Suite 310

TRADEMARK

Address Line 4: Bonita Springs, FLORIDA 34134

NAME OF SUBMITTER: Donna M. Flammang, Esq.

SIGNATURE: /Donna M. Flammang/

DATE SIGNED: 04/04/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of March 22, 2018, by and between Applian Technologies, Inc., a California corporation ("Assignor"), having its business address at 20 Vineyard Avenue, San Anselmo, California 94960, and Applian, LLC, a Florida limited liability company ("Assignee"), having its address at 8540 Dayton Avenue, Fort Myers, Florida 33907. Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Assignor owns the entire right, title, and interest in and to all the trade names, trademarks and service marks listed on Schedule I including, but not limited to, all design elements, all common law rights and the trademark and service mark applications listed on Schedule I hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor has agreed to assign and transfer all right, title and interest in the Assigned Trademarks, together with all of the goodwill associated therewith and symbolized thereby, including all common-law rights associated with the Assigned Trademarks by virtue of their use or intended use in commerce, including the right to recover for damages and profits for past infringements and dilution, to Assignee.

NOW, THEREFORE, in consideration of the promises made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, free and clear of any and all liens, encumbrances or third party claims of any kind whatsoever, and Assignee hereby accepts from Assignor, all right, title and interest in and to the Assigned Trademarks, and all goodwill associated with the Assigned Trademarks and symbolized thereby, including any and all rights to recover for damages and profits for past infringements and dilution, to have and to hold forever for the sole and exclusive use and benefit of Assignee and Assignee hereby accepts such assignment. Assignor acknowledges and agrees Assignee is the successor to Assignor's business for all purposes related to the Assigned Trademarks and all goodwill symbolized thereby and is to be the owner of all rights in the Assigned Trademarks, including, but not limited to, the pending applications listed on Schedule I and all registrations resulting therefrom.

2. Warranty. Assignor warrants, represents and covenants to Assignee, its successors and assigns, that Assignor is the sole owner of all rights in and to the Assigned Trademarks and that it has not, and will not, at any time in the future, register, or attempt to register, either directly or indirectly, in any jurisdiction, a trademark registration in and to said Assigned Trademarks or any mark substantially the same, similar to or likely to be confused with the Assigned Trademarks. Assignor agrees that it has not reserved any rights to Assigned Trademarks.

3. Cooperation. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments and to perform any other reasonable acts the Assignee, its successors and assigns, may require in order to vest all of Assignor's rights, title and interest in and to the Assigned Trademarks in the Assignee or its successors and assigns and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, its successors and assigns, to the extent such evidence is in the possession or control of Assignor. Assignor grants Assignee, its successors and assigns, an irrevocable power of attorney to execute any documentation necessary to vest all such rights in Assigned Trademarks in Assignee, its successors and assigns.

4. Counterparts; Facsimile Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any person is intended to be its, his or her signature and shall be valid, binding and enforceable against such person.

5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, excluding any that direct a choice of law other than expressly chosen by the parties, regardless of the place of execution or the place of performance, to the extent not preempted by federal law. Resolution of any disputes under this Agreement shall only be held in the federal or state courts sitting in or for Lee County, Florida and each party expressly and irrevocably consents to the jurisdiction of said courts.

6. Expenses of Enforcement. In any action to enforce a provision of this Agreement, the prevailing party shall be awarded and receive from the other party all reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs, incurred in connection with such action.

[Balance of Page Left Blank Intentionally -- Signature Page Following]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

Signed in the Presence of:

ASSIGNOR: Applian Technologies, Inc.

Tom Mayes
Print Name: Tom Mayes

By: Bill Dettering
Bill Dettering, CEO

Print Name: _____

ASSIGNEE: Applian, LLC

Print Name: _____

By: _____
Pierre Narath, Manager

Print Name: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.


Signed in the Presence of:

ASSIGNOR: Applian Technologies, Inc.

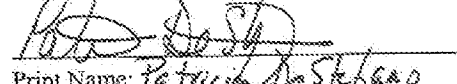
Print Name: _____

By: _____
Bill Dettering, CEO

Print Name: _____



Print Name: Brooke Davis



Print Name: Patricia DeStefano

ASSIGNEE: ~~Applian, LLC~~

By: ~~_____~~
~~Pierre Narath, Manager~~

SCHEDULE I
ASSIGNED TRADEMARKS

Registered Trademark:

Trademark	Country	Registration No
Replay Capture Suite	United States	3738737
Replay Music	United States	3312298
Freecorder	United States	3488217
Applian FLV Player	United States	3556335
Replay Media Catcher	United States	3559962
Replay Converter	United States	3621375
Replay Media Splitter	United States	3621554
Replay Radio	United States	3621373
Applian Technologies	United States	3748546
Replay Video Capture	United States	3748514
Replay Telecorder	United States	3955893

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