OP \$165.00 418279

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM486454

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Virapps, LLC		08/16/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	ReadyAnt Studios, LLC
Street Address:	201 S. Biscayne Blvd.
Internal Address:	Suite 2800
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4182791	VIRAPPS
Registration Number:	4314118	VIRAPPS
Registration Number:	4314115	JOOMEEZ
Registration Number:	4380609	JOOMEEZ
Registration Number:	4103197	VIRAPPS
Registration Number:	4436901	VIRAPPS

CORRESPONDENCE DATA

Fax Number: 7865162826

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: 3054821001

Email: trademarks@lex188.com
Correspondent Name: William R. Trueba, Jr.

Address Line 1: 9150 S. DADELAND BLVD., SUITE 1008

Address Line 4: Miami, FLORIDA 33156

ATTORNEY DOCKET NUMBER:	0106-0002
NAME OF SUBMITTER:	William R. Trueba
SIGNATURE:	/William R. Trueba/

TRADEMARK REEL: 006417 FRAME: 0541 DATE SIGNED: 08/17/2018

Total Attachments: 3
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TRADEMARK REEL: 006417 FRAME: 0542

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Virapps LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: ReadyAnt Studios, LLC Street Address: 201 S. Biscayne Blvd., Suite 2800	
Individual(s) Association	Street Address: 2013. biscayile bivd., Suite 2000	
☐ Partnership ☐ Limited Partnership	City: Miami	
★ Corporation- State: FL ★ Corporation ★ Corpor	State: FI	
Other	Country: US Zip: 33131	
Citizenship (see guidelines) US	Individual(s) Citizenship	
Additional names of conveying parties attached? Yes N	O Association Citizenship	
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship	
Execution Date(s) August 16, 2018	Limited Partnership Citizenship	
X Assignment ☐ Merger	Corporation Citizenship US	
	Other Citizenship	
	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
4. Application number(s) or registration number(s) an	(Designations must be a separate document from assignment)	
A. Trademark Application No.(s) Text C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 4182791 4314118 4314115 4380609 4103197 4436901 Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: William R. Trueba, Jr.	6. Total number of applications and registrations involved:	
Internal Address: Suite 1008	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: 9150 S. Dadeland Blvd.	Authorized to be charged to deposit account Enclosed	
City: Miami	8. Payment Information:	
State: FL Zip: 33156		
Phone Number: 305 482-1001	- Beauti A an at Manhar	
Docket Number: 0106-0002	Deposit Account Number	
Email Address: trademarks@lex188.com	Authorized User Name	
9. Signature: /William R. Trueba, Jr./	August 17, 2018	
Signature	Date	
William R. Trueba, Jr.	Total number of pages including cover sheet, attachments, and document:	
Name of Person Signing	Shoot, attachments, and document.	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made by and between Virapps, LLC, a Florida limited liability company, located at 2600 SW 3rd Avenue, #801, Miami FL 33129 (the "Assignor") and ReadyAnt Studios, LLC, a Florida limited liability company, located at 201 S. Biscayne Boulevard, Suite 2800, Miami FL 33131 (the "Assignee"). The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark registrations (the "Trademarks") in the **United States** (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Serial No.</u>	Registration No.
VIRAPPS design	042	85487257	4182791
VIRAPPS design	009	85487239	4314118
JOOMEEZ design	009	85486894	4314115
JOOMEEZ word	009	85344888	4380609
VIRAPPS word	042	85284590	4103197
VIRAPPS word	009	85284585	4436901

WHEREAS, the Assignee desires to acquire from the Assignor the above Trademarks, and all associated goodwill, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. For good and valuable consideration herein acknowledged and received, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademarks in the Territory, including all goodwill.
- 2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks in the Territory, and that the assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of trademark rights of any third party in the Territory.
 - The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks. The Assignor does not take any further guarantee.
- 3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect tittle in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks.

TRADEMARK REEL: 006417 FRAME: 0544

- 4. This Agreement shall come into effect on the date of execution written below. The Parties hereto agree that this Agreement shall be submitted to the United States Patent and Trademark office for recordation. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
- 5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the State of Florida and any disputes relating to or arising from this agreement shall be brought in the state or federal courts of Miami-Dade county, Florida..
- 6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
- 7. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this <u>16 day of August</u>, 2018.

For and on behalf of the Assignor

Signature

By: Victor Heriera da Silva

Title: Manager, Virapps, LLC

For and on behalf of the Assignee

Signature

By: Victor Herrera da Silva

Title: Manager, ReadyAnt Studios, LLC

- 4. This Agreement shall come into effect on the date of execution written below. The Parties hereto agree that this Agreement shall be submitted to the United States Patent and Trademark office for recordation. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
- 5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the State of Florida and any disputes relating to or arising from this agreement shall be brought in the state or federal courts of Miami-Dade county, Florida..
- 6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
- 7. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this <u>16 day of August</u>, 2018.

For and on behalf of the Assignor

By: Victor Hertera da Silva

Signature

RECORDED: 08/17/2018

Title: Manager, Virapps, LLC

For and on behalf of the Assignee

By: Victor Herrera da Silva

Signature

Title: Manager, ReadyAnt Studios, LLC

TRADEMARK REEL: 006417 FRAME: 0546