

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenfly Digital, LLC		09/04/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Greenfly, Inc.		
Street Address:	1221 2nd Street, Suite 300		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4809126	GREENFLY	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	3105513450		
Email:	efiling@knobbe.com		
Correspondent Name:	Jonathan A. Hyman		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	IRVINE, CALIFORNIA 92614		
NAME OF SUBMITTER:	Jonathan A. Hyman		
SIGNATURE:	/jhh/		
DATE SIGNED:	09/05/2018		
Total Attachments: 3			
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OP \$40.00 4809126


TRADEMARK AND COPYRIGHT ASSIGNMENT

This Trademark And Copyright Assignment (hereinafter referred to as "Assignment") is effective as of September 4, 2018, by and between GREENFLY DIGITAL, LLC, a California limited liability company, having a place of business at 1221 2nd St., Suite 300, Santa Monica, CA 90401 (hereinafter "ASSIGNOR") and GREENFLY, INC., a Delaware corporation, having a place of business at 1221 2nd St., Suite 300, Santa Monica, CA 90401 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations and applications relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations and Applications");

WHEREAS, ASSIGNOR owns the copyright in the  logo set forth in Schedule C, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Copyrights");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks, Registrations and Applications, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations and Applications, and Copyrights worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:
 - (1) the Trademarks set forth in Schedule A;
 - (2) the Registrations and Applications set forth in Schedule B;

(3) the Copyrights set forth in Schedule C, including but not limited to, copyrights, copyright registrations and copyrightable subject matter, including reproduction, adaptation, distribution, merchandising, and exploitation rights, and the right to make derivative works, together with any and all causes of action accrued in ASSIGNOR's favor for infringement of any of the rights in the Copyrights; and

(4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registrations and Applications, and Copyrights, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain.


2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks, Registrations and Applications, and Copyrights that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.


4. **Counterparts/Recitals.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement. The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR
GREENFLY DIGITAL, LLC



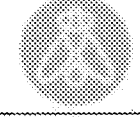

By: 
Name: Shawn Green
Title: Manager
Date: 9/4/18

ASSIGNEE
GREENFLY, INC.



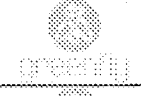


By: 
Name: Shawn Green
Title: Chairman
Date: 9/4/18

SCHEDULES TO TRADEMARK AND COPYRIGHT ASSIGNMENT

SCHEDULE A – Trademarks

GREENFLY





SCHEDULE B - Federal Trademark Applications and Registrations/International Filings

Mark	Country	Reg. No.	Class	Status
	U.S.	4809126	9 & 41	Registered
	Canada	TMA938118	9, 35, 38 & 41	Registered
	Brazil	912223812	9	Pending
	Brazil	912223839	41	Pending
	EU	12094116	9, 35, & 41	Registered

SCHEDULE C – Copyrights

