

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488537

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900459545		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fueled Digital Media, LLC		01/01/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fueled International Limited		
Street Address:	New Providence Financial Center		
Internal Address:	Suite 1000		
City:	Nassau		
State/Country:	BAHAMAS		
Postal Code:	CR-56766		
Entity Type:	a Bahamian international business company: BAHAMAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4368516	FUELED	
CORRESPONDENCE DATA			
Fax Number:	2125547700		
<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:	212-554-7800		
Email:	trademarks@mosessinger.com		
Correspondent Name:	Moses & Singer LLP		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	The Chrysler Building		
Address Line 4:	New York, NEW YORK 10174		
ATTORNEY DOCKET NUMBER:	017959-0101		
NAME OF SUBMITTER:	Phyllis Porter		
SIGNATURE:	/Phyllis Porter/		
DATE SIGNED:	09/04/2018		
Total Attachments: 5			
source=Fueled IP Agreement#page1.tif			

source=Fueled IP Agreement#page2.tif
source=Fueled IP Agreement#page3.tif
source=Fueled CoverSheet (002)#page1.tif
source=Fueled Notice - 9-4-18#page1.tif

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement") dated as of January 1, 2014, is by and between FUELED DIGITAL MEDIA, LLC, a Delaware limited liability company ("Seller"), and FUELED INTERNATIONAL LIMITED, a Bahamian international business company ("Purchaser").

WITNESSETH:

WHEREAS, Seller has been the legal and beneficial owner of certain intangible property used by Seller in the design and development of mobile applications and websites and consulting on branding and user acquisition (the "**Business**"); and

WHEREAS, Seller has sold, and Purchaser has purchased, all of Seller's right, title and interest in and to the intangible property related to or used in the Business, and such purchase and sale has been reflected on tax returns previously filed by the parties; and

WHEREAS, this Agreement memorializes the terms of the purchase and sale referred to above, and is effective as of the date first above written (the "Effective Date").

NOW THEREFORE, in consideration of the above premises and the mutually dependent covenants herein contained, and for the consideration set forth herein, it is agreed as follows:

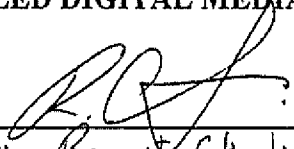
ARTICLE I

TRANSFER OF SERVICE; AS-IS SALE

Section 1.1 Purchase of IP Assets. On and as of the Closing and pursuant to the terms and conditions set forth in this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, free and clear of any liens, mortgages, security interests or other encumbrances, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title and interest in, to and under the IP Assets, as set forth on **Exhibit A** hereto, including, without limitation, all computer software, databases, materials and intellectual property relating to or used in the Business which shall be deemed to include (i) any and all source code, object code, flow charts, system and user documentation, previous versions, data and notes relating to the Business, (ii) all copyrights, trade secrets, know how, methods, processes, patentable inventions, proprietary rights, domain names, trademarks and other intellectual property rights of any kind connected therewith, and (iii) all existing copies of such intellectual property, and whether on storage media, paper or any other media (collectively, the "**IP Assets**"). The purchase and sale herein includes an interest in Seller's goodwill in association with the IP Assets and all rights of Seller to sue for past infringement, if any, relating to any intellectual property rights associated with the IP Assets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

FUELED DIGITAL MEDIA, LLC

By: 
Name: Rameet Chawla
Title: Founder

FUELED INTERNATIONAL LIMITED

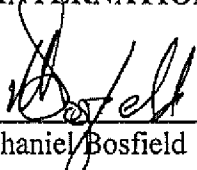
By: 
Name: Nathaniel Bosfield
Title: Director

EXHIBIT A

IP Assets

Trademarks:

Trademark	Classification	Country	Status	Application Date	Application Number	Registration Date	Registration Number
Fueled	42	United States	Active	December 3, 2012	85793591	July 16, 2013	4368516

Domain Names:

Domain Name	Expiration Date	Domain Register	Status
fueled.com	10/12/2018	GoDaddy	Active

{38616688;2}