

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MarketingPro, Inc.		08/16/2018	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMG Suite, LLC		
<b>Street Address:</b>	12395 World Trade Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92128		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4982087	MARKETING PRO	
<b>Registration Number:</b>	4972247	MONTROYA'S MARKETING PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>			
<b>Phone:</b>	4042337000		
<b>Email:</b>	mmmipdocket@system.foundationip.com		
<b>Correspondent Name:</b>	MORRIS, MANNING, & MARTIN, LLP		
<b>Address Line 1:</b>	3343 PEACHTREE ROAD NE		
<b>Address Line 2:</b>	1600 FINANCIAL CENTER		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	32132-125338		
<b>NAME OF SUBMITTER:</b>	R. Lee Strasburger, Jr.		
<b>SIGNATURE:</b>	/R. Lee Strasburger, Jr./		
<b>DATE SIGNED:</b>	08/17/2018		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into this 16th day of August, 2018, and is made by MarketingPro, Inc., a Nevada corporation (the “Assignor”), in favor of FMG Suite, LLC, a Delaware limited liability company (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, Peter Montoya, and FMG Suite Holdings, LLC, a Delaware limited liability company (the “Asset Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the “Trademarks”), the copyrights on Schedule B attached hereto (the “Copyrights”), the patents on Schedule C attached hereto (the “Patents”), and the domain names on Schedule D attached hereto (the “Domain Names”, and together with the Trademarks, the Copyrights and the Patents, collectively the “Intellectual Property Assets”); and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in the Copyrights be made of record in the United States Copyright Office (where applicable), and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices (where applicable) and any other governmental or administrative offices, as the case may be.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Copyrights, Patents, Domain Names and other Seller Proprietary rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past

infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors and or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

*[Signatures begin on the following page.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**MARKETINGPRO, INC.**

By: \_\_\_\_\_

Name: Peter Montoya

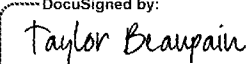
Title: President

A handwritten signature in black ink, appearing to read "P. Montoya", is written over a horizontal line.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNEE:**

**FMG SUITE, LLC**

DocuSigned by:  
By:   
Name: Taylor Beaupain  
Title: Vice President

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Serial No. / Registration No. / Jurisdiction</b>	<b>Filing Date / Registration Date</b>	<b>owner of record</b>	<b>Status</b>
<b>MARKETING PRO</b>	86/757,378 4,982,087 United States	September 15, 2015 June 21, 2016	Marketing Pro, Inc.	Registered
<b>MONTOYA'S MARKETING PRO</b>	86/757,369 4,972,247 United States	September 15, 2015 June 7, 2016	Marketing Pro, Inc.	Registered