

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShopSavvy, Inc.		08/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Purch Group, Inc.		
Street Address:	11 West 42nd street		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3893403	ADONS	
Registration Number:	3618894	SHOPSAVVY	
Registration Number:	4706096	SHOPSAVVY	
Registration Number:	4324525	SLIDE2PAY	
Registration Number:	4324524	SLIDE2PAY	
CORRESPONDENCE DATA			
Fax Number:	8778813007		
<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:	2124303140		
Email:	janderson@gunder.com		
Correspondent Name:	Gunderson Dettmer		
Address Line 1:	220 W. 42nd St.		
Address Line 2:	17th floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Janay Anderson		
SIGNATURE:	/Janay Anderson/		
DATE SIGNED:	08/30/2018		

OP \$140.00 3893403

Total Attachments: 4

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this "Agreement"), effective as of August 30, 2018 ("Effective Date"), is between ShopSavvy, Inc., a Delaware corporation ("Assignor") and Purch Group, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the intellectual property listed in Appendix I attached hereto (collectively, the "Assigned IP"), and owns the entire right, title and interest in and to the Assigned IP and the ideas and inventions disclosed and claimed therein; and

WHEREAS, pursuant to that certain Agreement and Plan of Reorganization, dated as of July 17, 2018, by and among BZ Holdings, Inc., a Delaware corporation, Assignee, Assignor and certain other parties thereto, Assignor has agreed to transfer, convey and assign the Assigned IP and agreed to execute and deliver this Agreement for recording with governmental authorities including but not limited to the United States Patent and Trademark Office ("USPTO") and any foreign equivalent thereof.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee, irrevocably and exclusively throughout the world, all rights, title and interests (whether or not now existing) in and to the Assigned IP, including without limitation, the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Assigned IP.

2. **Recordation and Further Assurances.** Assignor hereby authorizes and requests the Director of the USPTO and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time revive, enforce, maintain and defend the assigned rights, including the execution of any documents, files, registrations or other similar items to ensure that the Assigned IP are properly assigned to Assignee, or any assignee or successor thereto.

3. **General Provisions.** No modification, waiver or consent under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of New York and the United States, without regard to conflicts of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as an instrument under seal on this 30th day of August 2018.

ASSIGNOR: SHOPSAVVY, INC.

By: [Signature]
Name: Karen Greenstein
Title: Secretary

ASSIGNEE: PURCH GROUP, INC.

By: [Signature]
Name: Karen Greenstein
Title: Secretary

STATE OF NEW YORK }

} ss.

COUNTY OF NEW YORK }

On this 30th day of August 2018, before me appeared Karen Greenstein, the person who signed this instrument, who acknowledged herself to be the secretary of ShopSavvy, Inc., and that being duly authorized, she signed such instrument as the free act and deed on behalf of said corporation. Witness my hand and seal, this 30th day of August 2018.

[Signature]
Notary Public
Name:
My Commission Expires:

[SEAL]

JENNIFER HOULTON-VINYL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6368496
Qualified in New York County
My Commission Expires 12-18-2021



ASSIGNED IP

PATENTS

TITLE	PATENT NUMBER	ISSUE DATE
System, Method, and Computer-Readable Storage Medium for Payment of Online Purchases Via A Portable Computing Device	9,953,314	4/24/18

TRADEMARKS

WORD/DESIGN MARK	SERIAL/APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION ISSUE DATE
AdOns	85028394	5/3/2010	3893403	12/21/2010
ShopSavvy	77571663	9/16/2008	3618894	5/12/2009
SHOPSAVVY	85720002	9/4/2012	4706096	3/24/2015
SLIDE2PAY	85756797	10/17/2012	4324525	4/23/2013
SLIDE2PAY	85756732	10/17/2012	4324524	4/23/2013