

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Social Reality, Inc.		08/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Halyard MD Opco, LLC		
Street Address:	19 West 44th Street		
Internal Address:	Suite 1401		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87747205	RAPIDTAG	
Registration Number:	5133212	DOCTRAX	
Registration Number:	5133215	DOME	
Registration Number:	5212240	SRAX(MD)	
Registration Number:	5133228	SRAXMD	
Registration Number:	5133218	DOCTRAX MATCH	
Registration Number:	5535606	ROOMRX	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	202 887 4000		
Email:	kkepchar@akingump.com		
Correspondent Name:	Karol A. Kepchar		
Address Line 1:	1333 New Hampshire Ave. NW		
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	601721.0019		
NAME OF SUBMITTER:	Karol A. Kepchar		

CH \$190.00 87747205

SIGNATURE:	/kakepchar/
DATE SIGNED:	11/08/2018
Total Attachments: 7 source=Social Reality Trademark Assignment Agreement#page1.tif source=Social Reality Trademark Assignment Agreement#page2.tif source=Social Reality Trademark Assignment Agreement#page3.tif source=Social Reality Trademark Assignment Agreement#page4.tif source=Social Reality Trademark Assignment Agreement#page5.tif source=Social Reality Trademark Assignment Agreement#page6.tif source=Social Reality Trademark Assignment Agreement#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of this 6th day of August, 2018, by and among Halyard MD Opco, LLC, a Delaware limited liability company (“Assignee”), and (i) Social Reality, Inc., a Delaware corporation (“Assignor”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement dated as of July 29, 2018 (the “Asset Purchase Agreement”) pursuant to which Assignee will purchase Assignor’s Business, as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of all right and title in and to the trademarks set forth on Schedule 1 attached hereto, the applications and registrations therefor and the goodwill of the business associated therewith (the “Trademarks”);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee the Trademarks, and Assignee has agreed to purchase, acquire, and accept from Assignor the Trademarks for the consideration specified in the Asset Purchase Agreement; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the assignment, transfer, and conveyance of the Trademarks to Assignee under the Asset Purchase Agreement, and through this Agreement, the parties are confirming and consummating such transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all of Assignor's right, title and interest in and to the Trademarks, including: all common law rights and goodwill of the business associated with the Trademarks, including that related to the products and services for which the Trademarks are associated; all income, royalties, payments, penalties and damages (“Damages”) due and payable to Assignor with respect to the Trademarks, including without limitation, Damages for any and all past, present and future infringement, misappropriation, dilution and other causes of action, and the right to bring other enforcement actions (including, without limitation, for injunctive remedies and relief), , including the right to sue and recover for any and all past, present or future infringements, misappropriations or dilutions; all rights to and in the Trademarks pursuant to all laws including 15 U.S.C. §§ 1051 et. seq., and all other applicable acts and associated amendments; any and all applications, registrations, extensions of rights and renewals associated with the Trademarks; and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Trademarks throughout the world.
2. Recordation of Assignment. This Agreement may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as

appropriate and desired by Assignee. Assignor hereby irrevocably authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to record changes in assignment of trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Trademarks to Assignee, its successors and assigns

3. Further Assurances. Each of the parties hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other parties to effectuate the purposes of this Agreement.

4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets, are incorporated herein by this reference. Assignors and Assignee acknowledge and agree that the terms and conditions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that executed signature pages delivered by facsimile or electronic mail shall for all purposes constitute original signature pages.

6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the Law of the conflicts of Law of such State and United States law, as applicable.

7. No Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Assignor nor Assignee without the prior written consent of the other party. Any purported assignment or delegation in violation hereof shall be null and void.

8. Entire Agreement. This Agreement together with the Asset Purchase Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNEE:

HALYARD MD OPCO, LLC

By: B. A. Katelof
Name: Bruce A. Katelof
Title:

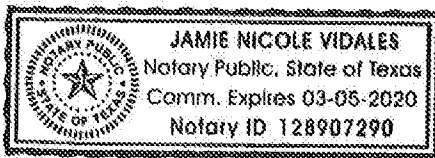
Acknowledgement

State of Texas
County of Dallas

On this 2 day of August, 2018, before me, Bruce Eatruff, the undersigned officer, personally appeared Jamie Vidales, personally known to me, and known to me to be the same person whose name is signed to the foregoing document, and acknowledged the execution thereof for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal.

(SEAL)



Notary Public: Jamie Vidales
My Commission Expires: 03-05-2020

[Signature Page to Trademark Assignment Agreement]

ASSIGNOR:

SOCIAL REALTY INC.

By: 
Name: Christopher Miglin
Title: CEO

Acknowledgement

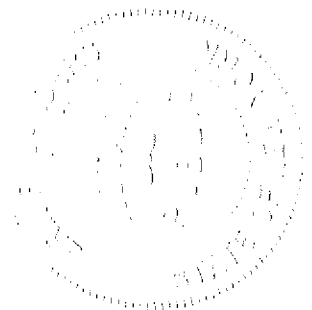
State of New York
County of New York

On this 1 day of August, 2018 before me, Erin SANDERS, the undersigned officer, personally appeared CHRISTOPHER MIGLIN, personally known to me, and known to me to be the same person whose name is signed to the foregoing document, and acknowledged the execution thereof for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal.




(SEAL) ERIN R. SANDERS
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01SA6348281
Qualified in New York County
Commission Expires September 26, 2020

Erin R. Sanders
Notary Public: State of New York
My Commission Expires: 9/26/2020



[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

<i>App / Reg. No.</i>	<i>Mark</i>	<i>Class</i>	<i>Identification of Services</i>	<i>File Date / Grant Date</i>
5212240[USA]		Class 35	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services.	Filing Date – June 30, 2016 Registration Date – May 30, 2017
5133228 [USA]		Classes 35; 42	Ad serving, namely, placing advertisements on websites for others using specialized computer software; Analysis of advertising response; Consulting services in the field of internet marketing; Dissemination of advertising matter for others in the field of healthcare and pharmaceutical products and services;	Filing Date – June 30, 2016
			Application service provider, namely, hosting, managing, developing, analyzing, and maintaining applications, software, and web sites, of others in the fields of advertising and marketing	Filing Date – June 30, 2016 Registration Date: January 31, 2017
5133218 [USA]		Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing	Filing Date – June 23, 2016

			advertisements for others	Registration Date – January 31, 2017
5133215 [USA]	DOME	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others	Filing Date – June 23, 2016 Registration Date – January 31, 2017
5133212 [USA]	DOCTRAX	Class 35	Dissemination of advertisements; Mobile advertising services for others; On-line advertising services for others; Placing advertisements for others	Filing Date – June 23, 2016 Registration Date – January 31, 2017
87747280 (USA)	ROOMRX		Advertising services, namely identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to consumers located in close proximity to healthcare and pharmaceutical professional locations through use of cellular radius IP targeting and population health record data	Filing Date – January 8, 2018 Published for opposition May 22, 2018

87747205 (USA)	RapidTag		Advertising services, namely identification for others of target recipients and locations for the dissemination of advertising matter in the field of healthcare and pharmaceutical products and services; dissemination of advertising for others to specifically targeted healthcare and pharmaceutical professionals and locations	Filing Date – January 8, 2018 Published for opposition May 22, 2018
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