

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guideboat, Inc.		09/28/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Insolvency Services Group, Inc.		
Street Address:	1875 Century Park East		
Internal Address:	Suite 2100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4863517	GUIDEBOAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2124726262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Ali R. Latifi		
SIGNATURE:	/Ali R. Latifi/		
DATE SIGNED:	10/15/2018		
Total Attachments: 8			
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source=U.S. Assignment from Guideboat Inc. to Insolvency Services#page2.tif			
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TRADEMARK

REEL: 006511 FRAME: 0663

U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT (this "Assignment") is effective as of August 7, 2018 (the "Effective Date"), by and between GUIDEBOAT, INC., a California corporation (the "Company") and INSOLVENCY SERVICES GROUP, INC., a California corporation, with an address at 1875 Century Park East, Suite 2100, Los Angeles, California 90067 and solely in its capacity as assignee for the Benefit of Creditors of the Company ("Assignee").

WHEREAS, on August 7, 2018 the Company executed a General Assignment (the "General Assignment"), for the benefit of creditors in favor of Assignee in which the Company agreed to transfer all of its right, title and interest in and to all of its assets to the Assignee in accordance with the laws of the State of California, and in so doing designated the Assignee with the duty of administering the Company's assignment and estate for the benefit of the Company's creditors;

WHEREAS, the Company is the registered owner of and has adopted and is using the trademark registrations and application(s) identified on the annexed *Schedule 1* (collectively, the "Marks");

WHEREAS, in furtherance of and in accordance with the General Assignment, the Assignee on behalf of the Company is entering into this Assignment in order to confirm the assignment of the Marks together with the goodwill of the business in connection with which the Marks are used, to Assignee; and

WHEREAS, pursuant to the General Assignment, the Company appointed Assignee its attorney in fact, and granted in favor of Assignee a power of attorney to, among other things, take all actions required in order to consummate the transactions under the General Assignment.

NOW, THEREFORE, in accordance with and pursuant to the General Assignment:

1. The Company does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which said Marks are used including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this assignment had not been made.

2. The Company authorizes and requests the Commissioner of Patents and Trademarks in the United States (the "USPTO") to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

3. The Company agrees to take all steps as may be reasonably necessary to effect such assignment and transfer in accordance with the transfer procedures of the USPTO or other applicable registrar(s) for the Marks to record Assignee's ownership rights of the Marks, including without limitation executing applicable transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable.

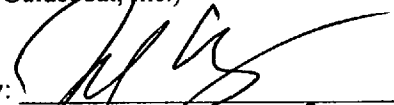
4. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof).

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

COMPANY:

GUIDEBOAT, INC.

By: Insolvency Services Group, Inc., as its Assignee for Benefit of Creditors (and solely in its capacity as Assignee for Benefit of Creditors of Guideboat, Inc.)

By: 
Name: JOEL WEINBERG
Title: CEO

STATE OF California

County of Los Angeles ss.

September 28, 2018

Then personally appeared before me the above-named Joel Weinberg of Insolvency Services Group, Inc. solely in its capacity as Assignee for Benefit of Creditors of GUIDEBOAT, INC., and acknowledged the foregoing to be his/~~her~~ free act and deed and the free act and deed of said entity, before me,

Notary Public: 

My commission expires: Nov. 10, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

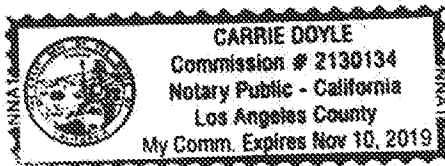
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On Oct. 11, 2018 before me, Carrie Doyle, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joel Weinberg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Guideboat, Inc.

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

10-1-1944

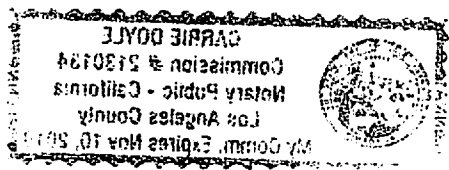
10-1-1944

Dear Mr. [Name]

I have your letter of [Date] regarding [Subject] and am sorry that I cannot give you a more definite answer at this time.

Very truly yours,
[Signature]

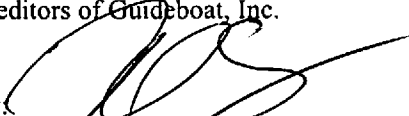
[Signature]



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ASSIGNEE:

INSOLVENCY SERVICES GROUP, INC.,
solely in its capacity as Assignee for Benefit of
Creditors of Guideboat, Inc.

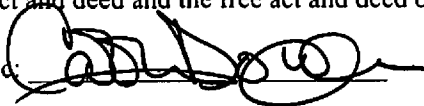
By: 
Name: JOEL WEINBERG
Title: CEO

STATE OF California

County of Los Angeles, ss.

September __, 2018

Then personally appeared before me the above-named Joel Weinberg
_____ of INSOLVENCY SERVICES GROUP, INC., and acknowledged the
foregoing to be his/her free act and deed and the free act and deed of said entity, before me,

Notary Public: 

My commission expires: Nov. 10, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

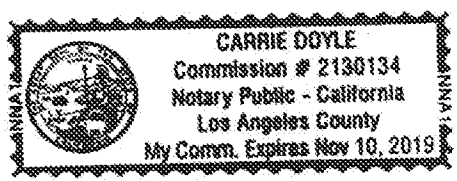
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On Oct 11, 2018 before me, Carrie Doyle, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Joel Weinberg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

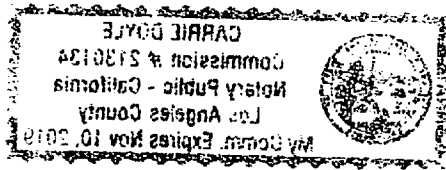
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Assignee of Insolvency Services Group

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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Schedule 1

Serial Number Trademark Image	Filing Date	Registration No.	Registration Date	Status
GUIDEBOAT	1/14/2013	4863517	12/1/2015	Registered

BOS 48684012v1