

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iconic Group, Inc.		10/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Holiday Photography LLC		
Street Address:	4 East Stow Road, Suite 1		
City:	Marlton		
State/Country:	NEW JERSEY		
Postal Code:	08053		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4861995	WORLDWIDE PHOTOGRAPHY	
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:	734-418-4212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	Honigman LLP		
Address Line 2:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	266551-438935		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	02/14/2019		
Total Attachments: 5			
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Exhibit C

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("IP Assignment"), dated as of October 12, 2018, is entered into by and between Iconic Group, Inc., a Delaware corporation ("Assignor"), and Holiday Photography LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement (the "Contribution Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to contribute, transfer and assign to Assignee all of Assignor's right, title and interest in, to and under those certain proprietary rights set forth on Exhibit A attached hereto and made a part hereof (the "Proprietary Rights"), upon the terms and conditions set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. All capitalized words not defined herein shall have the meanings ascribed to such words as set forth in the Contribution Agreement.
2. Effective as of the Effective Time, Assignor does hereby contribute, transfer and assign to Assignee (as a capital contribution), subject to and upon the terms and conditions of the Contribution Agreement, all of Assignors' right, title and interest in, to and under the Proprietary Rights.
3. Effective as of the Effective Time, Assignee hereby (a) accepts from Assignor such contribution of the Proprietary Rights from Assignor (as a capital contribution), subject to and upon the terms and conditions of the Contribution Agreement.
4. This IP Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.
5. Neither this IP Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance of any Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Contribution Agreement. In the event of any inconsistency between this IP Assignment and the Contribution Agreement, the Contribution Agreement shall control.
6. This IP Assignment may not be amended or waived, except in a writing executed by Assignor and Assignee. No course of dealing between or among any persons having any interest in this IP Assignment will be deemed effective to modify or amend any part of this IP Assignment or any rights or obligations of any person under or by reason of this IP Assignment.
7. The internal law of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this IP Assignment and the performance of the obligations imposed by this IP Assignment.

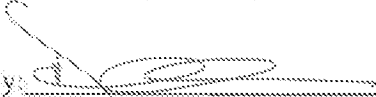
8. This IP Assignment may be executed in two (2) or more counterparts; each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.
9. No third-party beneficiaries are created by this IP Assignment, no third party is entitled to rely on any of the agreements of the parties hereto contained in this IP Assignment and neither Assignor nor Assignee assume any liability to any third party because of any reliance on the agreements contained in this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have each caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

ICONIC GROUP, INC.

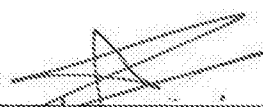
By:  _____

Name: Denise Conroy

Title: President and Chief Executive Officer

ASSIGNEE:

HOLIDAY PHOTOGRAPHY LLC

By:  _____

Name: Arpit Bhoti

Title: Chief Financial Officer

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006563 FRAME: 0377

Exhibit A
Proprietary Rights

1. **Intellectual Property:** all rights in, to and under all Intellectual Property of Parent related exclusively to the Holiday Business, including the items of Intellectual Property described below. For purposes of this Agreement, (a) “Intellectual Property” means all Software, Ancillary Software IP, trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and other indications of origin, the goodwill associated with the foregoing, and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, and ideas, whether patentable or not in any jurisdiction; patents, applications for patents (including divisions, provisionals, continuations, continuations in-part, and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; non-public information, trade secrets, know-how, formulae, processes, procedures, research records, records of invention, test information, market surveys, software, and confidential information, whether patentable or not in any jurisdiction, and rights in any jurisdiction to limit the use or disclosure thereof by any Person; rights of publicity; writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights; and any claims or causes of action (pending, threatened or which could be filed) arising out of any infringement or misappropriation of any of the foregoing; (b) “Software” means all types of computer software programs, including operating systems, application programs, software tools, firmware, and software imbedded in equipment, including both object code and source code; and (c) “Ancillary Software IP” means all written or electronic data, documentation, and materials that explain the structure or use of Software or that were used in the development of Software or are used in the operation of the Software including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables, and databases.

Trademarks

Mark	Registration Date	Registration No.	Status
Worldwide Photography	12/01/15	4861995	LIVE

Domain Name Registrations

- CELEBRATEYOURHOLIDAY.COM
- YOURHOLIDAYEXPERIENCE.COM
- MYBUNNYEXPERIENCE.COM
- CADILLACSANTAPICS.COM
- MYOWNSANTALETTER.COM
- MYSANTASCHOOL.COM
- MYSANTATRaining.COM
- WWPPORTAL.COM
- COMEVISITSANTA.COM
- TOYSRUSVISITSANTA.COM
- HOLIDAYFUNPHOTO.COM
- CELEBRATEYOURHOLIDAY.NET

- MALLSANTAPICS.COM
- MEMORYMAKERSOFTWARE.COM
- KODAKGALLERYPRO.COM
- KODAKPROGALLERY.COM
- MYSANTAVISIT.COM
- WWPONLINE.COM
- WWPONLINE.NET
- MYEASTEREXPERIENCE.COM
- MYELFTEST.COM
- IPIMALLS.COM
- MYSANTAEXPERIENCE.COM
- MALLFAMILYPORTRAITS.COM
- MYBUNNYPICS.COM
- MYSANTAPICS.COM

Software

- Promotion Tracker (PT) Software, including all related current and historical data stored by and/or archived within the PT Software and connected databases and related exclusively to the Holiday Business
- Golden Ticket Database (GT) Software, including all related current and historical data stored and/or archived within the GT Software and related exclusively to the Holiday Business
- Memory Maker (MM) Software, , including all related current and historical data stored and/or archived within the MM Software and related exclusively to the Holiday Business
- All current and historical customer photos stored and/or archived on Parent's databases in connection with the operation of the Holiday Business
- All current and historical customer data stored and/or archived on Parent's databases, including, but not limited to, email addresses, cell phone numbers used to communicate and/or deliver digital products or services via MMS or SMS text messaging, physical addresses and any demographic information, in each case to the extent collected in connection with the operation of the Holiday Business
- All current and historical email marketing campaign data, email list health records, email templates, graphic assets, messaging and analytics to the extent stored and/or maintained within any marketing campaign software used (i.e. Silverpop) or any other system in use by Parent in connection with the operation of the Holiday Business (but specifically excluding, for the avoidance of doubt, any licenses or rights to such software)
- All source code, templates, text and graphic assets associated exclusively with the celebrateyourholiday.com website reservation system; all current and historical data related exclusively to the Holiday Business and stored by and/or archived in connection with the celebrateyourholiday.com website and any connected databases
- Asset Tracker (AT) Software, including but not limited to the source code and documentation, including all related current and historical data stored by and/or archived within the AT Software and connected databases and related exclusively to the Holiday Business
- LivePOS Software (SaaS), including all related current and historical data stored by and/or archived within the LivePOS Software and related exclusively to the Holiday Business

Artwork

All digital imagery and artwork owned by Parent and related exclusively to the Holiday Business