

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Createthe Group, Inc.		03/19/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Shift Commerce Limited		
Street Address:	Old Linen Court		
Internal Address:	83-85 Shambles Street		
City:	Barnsley, South Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	S70 2SB		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5312463	SHIFT COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	6172890504		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	Brown Rudnick LLP		
Address Line 2:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	34726/7		
NAME OF SUBMITTER:	Mark S. Leonardo		
SIGNATURE:	/Mark S. Leonardo/		
DATE SIGNED:	03/19/2019		
Total Attachments: 3			
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CH \$40.00 5312463

DATED

19 March 2019

TRADEMARK ASSIGNMENT

between

CREATETHE GROUP, INC.

and

SHIFT COMMERCE LIMITED

This agreement is dated 19 March 2019.

Parties

- (1) **Createthe Group, Inc.** incorporated and registered in New York whose registered office is at 116 West Houston Street, 5th Floor New York NEW YORK 10012 (**Assignor**); and
- (2) **Shift Commerce Limited** incorporated and registered in England and Wales with company number 09888710 whose registered office is at Old Linen Court, 83-85 Shambles Street, Barnsley, South Yorkshire, United Kingdom, S70 2SB (**Assignee**).

BACKGROUND

- (A) The Assignor is the owner of the United States of America registered trade mark numbered 5312463 for the following:

SHIFT COMMERCE

(the "Trademark").

- (B) The Assignor has agreed to assign the Trademark to the Assignee on the terms set out herein and to execute this Assignment.

OPERATIVE PROVISIONS

1. ASSIGNMENT

In consideration of the sum of £1 One Pound Sterling (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trademark, including:

- (a) all goodwill attaching to the Trademark and to that part of the Assignor's business that relates to the goods or services for which the Trademark is registered or used; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Trademark whether occurring before, on, or after the date of this agreement.

2. FURTHER ASSURANCE

The Assignor shall at the cost of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the

Assignee may at any time reasonably require properly in order to vest the Trademark in the Assignee.

3. COUNTERPARTS

- 3.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 3.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 3.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

4. GOVERNING LAW AND JURISDICTION

This Assignment is governed by the laws of England and Wales (United Kingdom) and any dispute between the parties in relation to it shall be subject to the exclusive jurisdiction of the courts in England and Wales.

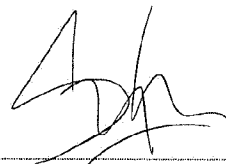
This assignment has been executed on the date stated at the beginning of it.

SIGNED for and on behalf of
Createthe Group, Inc. by

Shane Quigley

(Name of Director)

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Director

SIGNED for and on behalf of
SHIFT COMMERCE LIMITED by

Ryan Townsend

(Name of Director)

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)
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Director