

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGENTOLOGY, INC.		04/08/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BOOMTOWN ROI, LLC		
Street Address:	1505 King Street Ext		
Internal Address:	Suite 101		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4666051	CHARITABLEAGENTS	
Serial Number:	86690391	REFERRAL MATCH	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337700		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	23890-128576		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	04/19/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment"), dated and to be effective as of the 8th day of April, 2019, is made by **AGENTOLOGY, INC.** ("Seller"), a California corporation, in favor of **BOOMTOWN ROI, LLC** ("Buyer"), a Delaware limited liability company.

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Buyer and Seller, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain trademarks of Seller and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including, but not limited to, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the others. In the execution of this IP Assignment, facsimile or scanned and e-mailed manual signatures shall be fully effective for all purposes.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as above written.

BUYER:

BOOMTOWN ROI, LLC

DocuSigned by:

Chris Rickborn

By: _____

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Name: Christopher Rickborn

Title: Chief Operating Officer

[Signature Page to IP Assignment]

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this IP Assignment to be effective as above written.


SELLER:

AGENTOLOGY, INC.

DocuSigned by:
David Tal
By: _____
Name: David Tal
Title: Chief Executive Officer

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NO. / REGISTRATION No. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
 CharitableAgents	86/180,015 4,666,051 United States	January 30, 2014 January 6, 2015	Short Sale Agent Finder, Inc. DBA Charitable Agents	Registered
REFERRAL MATCH	86/690,391 N/A United States	July 11, 2015 N/A	Short Sale Agent Finder, Inc.	Abandoned