

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOP MA, Inc.		01/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Market America, Inc.		
Street Address:	1302 Pleasant Ridge Road		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27409		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3465399	ALL YOUR FAVORITE STORES. ONECART CONVEN	
Registration Number:	2297317	CATALOG CITY	
Registration Number:	2307156	CATALOG CITY	
Registration Number:	2102641	FREESHOP	
Registration Number:	1847638	MAC2WIN	
Registration Number:	3396995	ONECART	
Registration Number:	4294659	SHOP · COM POWERED BY MARKETAMERICA	
Registration Number:	4311495	SHOP COM SHOP SMART, SAVE BIG	
Registration Number:	3942877	SHOPCOMPANION	
Registration Number:	4255344	SHOP BUDDY	
Registration Number:	4736386	SHOP BUDDY	
Registration Number:	3873760	THE SHOPPING VINE	
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>			
Email:	trademarks@marketamerica.com		
Correspondent Name:	Market America, Inc.		
Address Line 1:	1302 Pleasant Ridge Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
TRADEMARK			

OP \$315.00 3465399

NAME OF SUBMITTER:	Elizabeth Long
SIGNATURE:	/Elizabeth Long/
DATE SIGNED:	06/05/2019
Total Attachments: 6 source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page1.tif source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page2.tif source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page3.tif source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page4.tif source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page5.tif source=Trademark Assignment Agreement (SHOP IP to MA) (fully executed w-Annex A) - 01.01.19#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 1st day of January, 2019 (the "Effective Date") by and between **SHOP MA, INC.**, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 3250 Northeast 1st Avenue, Suite 305, Miami, Florida 33137 ("Assignor") and **MARKET AMERICA, INC.**, a corporation duly organized and existing under the laws of the State of North Carolina and having its principal place of business at 1302 Pleasant Ridge Road, Greensboro, North Carolina 27409 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. intellectual property, registered, and filed with the United States Patent & Trademark Office, as listed in attached Exhibit A (the "IP");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the IP together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the IP to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the IP.
2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the IP;
 - (b) all registrations for the IP are currently valid and subsisting and in full force and effect;
 - (c) Assignor has not licensed the IP to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the IP to any other person or entity;
 - (d) there are no liens or security interests against the IP;
 - (e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. After the Effective Date, Assignor agrees to make no further use of the IP or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized

TRADEMARK ASSIGNMENT AGREEMENT

by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the IP.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of North Carolina, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of North Carolina. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.


(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

MARKET AMERICA, INC.

SHOP MA, INC.


SIGNATURE


SIGNATURE

MARC ASHLEY

STEVE ASHLEY

PRINT NAME

PRINT NAME

PRESIDENT & COO

PRESIDENT

TITLE

TITLE

ANNEX A

TRADEMARKS

Mark	Registration No.	Registration Date	Country
ALL YOUR FAVORITE STORES, ONECART CONVENIENCE®	3465399	07/15/2008	U.S.
CATALOG CITY®	2297317	12/07/1999	U.S.
CATALOG CITY®	2307156	01/11/2000	U.S.
FREESHOP®	2102641	10/07/1997	U.S.
MAC2WIN®	1847638	09/22/1993	U.S.
ONECART®	3396995	03/18/2008	U.S.
SHOP.COM powered by marketamerica®	4294659	02/26/2013	U.S.
Shop.com. Shop smart, Save big®	4311495	04/02/2013	U.S.
SHOPCOMPANION®	3942877	04/12/2011	U.S.
SHOP BUDDY®	4255344	12/04/2012	U.S.
SHOP Buddy®	4736386	05/12/2015	U.S.
THE SHOPPING VINE®	3873760	11/09/2010	U.S.

PATENTS

Official Title	Patent No.	Registration Date	Country
multi-vendor internet commerce system for e-commerce applications and methods	7,197,475 B1	3/27/2007	U.S.
Electronic Commerce Rule Based Multi-Selection Gifting	7,761,344 B2	7/20/2010	U.S.
Method, system and computer readable medium for rule-based multi-selection gifting	8,321,299	11/27/2012	U.S.
Electronic Commerce Rule Based Multi-Selection Gifting	8,392,286	6/11/2010	U.S.
Multi-Merchant Payment System (gift card)	8,046,268	10/25/2011	U.S.
Method, System and Computer-readable medium for provisioning a multi-selection gift interface	9,785,997	10/20/2017	U.S.

DOMAINS

Domain Name	Account No.	Registrar	Country
1800Amazing.com	31456602	NetSol	U.S.
800AMAZING.COM	31456602	NetSol	U.S.
allmalls.com	31456602	Network Solutions	U.S.
AllMyOnlineStores.com	31456602	Network Solutions	U.S.
AllNewSoftware.com	31456602	Network Solutions	U.S.
allstores.com	31456602	Network Solutions	U.S.
allthemalls.com	31456602	Network Solutions	U.S.
amazingdeals.com	31456602	NetSol	U.S.
amos.com	31456602	Network Solutions	U.S.
amostools.com	31456602	Network Solutions	U.S.
blogyourdeal.com	31456602	NetSol	U.S.
carecodes.com	31456602	Network Solutions	U.S.
cartmeaway.com	31456602	Network Solutions	U.S.
cartmeaway.net	31456602	Network Solutions	U.S.
cartmeaway.org	31456602	Network Solutions	U.S.
catalogcity.com	31456602	Network Solutions	U.S.
catalogcity.net	31456602	Network Solutions	U.S.
catalogcity.org	31456602	Network Solutions	U.S.
cataloglink.com	31456602	Network Solutions	U.S.
catalogs4you.com	31456602	Network Solutions	U.S.
catalogshop.com	31456602	Network Solutions	U.S.
catalogsite.com	31456602	Network Solutions	U.K.
cataloguecity.com	31456602	Network Solutions	U.S.
cataloguecity.org	31456602	Network Solutions	U.S.
cellularlabs.com	31456602	Network Solutions	U.S.
couponvine.net	31456602	NetSol	U.S.
donationcity.com	31456602	Network Solutions	U.S.
DwellVine.com	31456602	Network Solutions	U.S.
ENDLESSPOINTSPROGRAM.COM	31456602	NetSol	U.S.
ENDLESSPOINTSREWARDS.COM	31456602	NetSol	U.S.
freeshop.com	31456602	Network Solutions	U.S.
freeshopcoupons.com	31456602	Network Solutions	U.S.
GadgetteVine.com	31456602	Network Solutions	U.S.
genesnphealth.com	31456602	Network Solutions	U.S.
giftlink.com	31456602	Network Solutions	U.S.
GlammeVine.com	31456602	Network Solutions	U.S.
Isotonix.com	31456602	Network Solutions	U.S.
kuuru.com	31456602	Network Solutions	U.S.
mac2winsoftware.com	31456602	Network Solutions	U.S.
mac2winsoftware.net	31456602	Network Solutions	U.S.
macx2win.com	31456602	Network Solutions	U.S.
MallofTheWeb.com	31456602	Network Solutions	U.S.
MerchantHits.com	31456602	Network Solutions	U.S.

moretimeforjoy.com	31456602	Network Solutions	U.S.
motivesandme.com	31456602	Network Solutions	U.S.
Motivesbyloren.com	31456602	Network Solutions	U.S.
Motivesbylorenridinger.com	31456602	Network Solutions	U.S.
Motivescosmetics.com	31456602	Network Solutions	U.S.
motivesproartist.com	31456602	Network Solutions	U.S.
MyCityHits.com	31456602	Network Solutions	U.S.
myshopcompanion.com	31456602	Network Solutions	U.S.
myshopcompanion.net	31456602	Network Solutions	U.S.
nutrametrix.com	31456602	Network Solutions	U.S.
nutrametrix.net	31456602	Network Solutions	U.S.
nutrametrix.org	31456602	Network Solutions	U.S.
OneCart.biz	31456602	Network Solutions	U.S.
OneCart.com	31456602	Network Solutions	U.S.
OneCart.net	31456602	Network Solutions	U.S.
OneCart.org	31456602	Network Solutions	U.S.
OPC-3.com	31456602	Network Solutions	U.S.
pentaxyl.com	31456602	Network Solutions	U.S.
Primeblends.com	31456602	Network Solutions	U.S.
productcity.com	31456602	Network Solutions	U.S.
producthits.com	31456602	Network Solutions	U.S.
SAVEGREENSHOPGREEN.COM	31456602	Network Solutions	U.S.
SAVVYSHOPPERBLOG.COM	31456602	NetSol	U.S.
Shop10List.com	31456602	Network Solutions	U.S.
shopcompanion.com	31456602	Network Solutions	U.S.
ShopCompensation.com	31456602	Network Solutions	U.S.
SHOPEMERGENCY.COM	31456602	Network Solutions	U.S.
Shopespanol.com	31456602	Network Solutions	U.S.
shopgadget.net	31456602	Network Solutions	U.S.
shoplookbook.com	31456602	NetSol	U.S.
SHOPNEWSLETTERS.COM	31456602	Network Solutions	U.S.
shoppinghits.com	31456602	Network Solutions	U.S.
SHOPSTARNETWORK.COM	31456602	Network Solutions	U.S.
SHOPSTARSNETWORK.COM	31456602	Network Solutions	U.S.
shoptalk-shop.com	31456602	NetSol	U.S.
ShopTenList.com	31456602	Network Solutions	U.S.
SHOPTHETHREAD.COM	31456602	Network Solutions	U.S.
ShopWithMyFriend.com	31456602	Network Solutions	U.S.
ShopWithMyFriends.com	31456602	Network Solutions	U.S.
SoleVine.com	31456602	Network Solutions	U.S.
storecompanion.com	31456602	Network Solutions	U.S.
StoreCut.com	31456602	Network Solutions	U.S.
Storeexplorer.com	31456602	Network Solutions	U.S.
StoreFlurry.com	31456602	Network Solutions	U.S.
StoreGaga.com	31456602	Network Solutions	U.S.
StoreOwl.com	31456602	Network Solutions	U.S.
thecouponvine.com	31456602	NetSol	U.S.

TheMallOfTheWeb.com	31456602	Network Solutions	U.S.
TheShop10List.com	31456602	Network Solutions	U.S.
Theshoppingvine.com	31456602	Network Solutions	U.S.
TheShopTenList.com	31456602	Network Solutions	U.S.
TheStoreexplorer.com	31456602	Network Solutions	U.S.
Timelessprescription.com	31456602	Network Solutions	U.S.
Timelessprescriptions.com	31456602	Network Solutions	U.S.
tlsshapeup.com	31456602	Network Solutions	U.S.
tlsslim.com	31456602	NetSol	U.S.
torchsports.com	31456602	Network Solutions	U.S.
Totalcolonhealth.com	31456602	Network Solutions	U.S.
transitionlifestyle.com	31456602	Network Solutions	U.S.
transitionslife.com	31456602	Network Solutions	U.S.
transitionslifestyle.com	31456602	Network Solutions	U.S.
Vitashield.com	31456602	Network Solutions	U.S.
Worldofshop.com	31456602	Network Solutions	U.S.