

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFEPRINT PRODUCTS, INC.		05/24/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	C&A MARKETING, INC.		
Street Address:	114 Tived Lane East		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5523515	HYPERPHOTO	
Registration Number:	5354800	LP	
Registration Number:	5193076	LIFEPRINT	
CORRESPONDENCE DATA			
Fax Number:	8482442361		
<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:	8482442212		
Email:	legal@caglobal.com		
Correspondent Name:	C&A Marketing, Inc.		
Address Line 1:	114 Tived Lane East		
Address Line 4:	Edison, NEW JERSEY 08837		
NAME OF SUBMITTER:	Pia Alvendia		
SIGNATURE:	/pia alvendia/		
DATE SIGNED:	07/16/2019		
Total Attachments: 5			
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DEED OF ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LIFEPRINT PRODUCTS, INC., a California corporation with address at 4667 Golden Foothill Parkway, Suite 102, El Dorado Hills, CA 95762, USA ("Assignor"), does hereby sell, assign, transfer, and convey unto C&A MARKETING, INC., a New Jersey corporation with address at 114 Tived Lane East, Edison NJ 08837 ("Assignee"), or its designees, all right, title, and interest that exist today in and to all of the intellectual property specified under Annex "A", including the following:

- (a) all intellectual property rights owned or licensed by Assignor in connection with the Business (as such term is defined under that Asset Purchase Agreement entered into by the parties hereto on 15 May 2019 ["APA"]) and arising from or in respect of the following: (i) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, all applications, registrations and renewals thereof, Term and material unregistered trademarks; (ii) copyrights and registrations and applications therefor, works of authorship, mask work rights, unregistered copyrights, and moral rights (collectively "Copyright IP"), in each case used primarily in connection with the Business but excluding Copyright IP relating to Software (all Software used primarily in the Business and all Copyrights to such Software remain with Assignor and are licensed pursuant to that License Agreement of even date between Assignor and Assignee); (iii) (iii) US Patent number 9,602,679 , and all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and counterparts claiming priority therefrom, (v) all invention disclosures, statutory invention registrations and certificates, all inventions and design rights (whether patentable or unpatentable), all utility models and all Technology, and all categories of trade secrets as defined in the Uniform Trade Secrets Act, including business, technical and financial information; and (vi) all confidential and proprietary information, including know-how (collectively, the "Acquired Intellectual Property"). For the avoidance of doubt, Acquired Intellectual Property excludes and shall be understood to exclude (a) the Excluded Intellectual Property as such term is defined under the APA and (b) any licenses granted to Assignor which are granted pursuant to licenses that are not Assumed Contracts, meaning that they are not assumed by Assignee
- (b) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the Acquired Intellectual Property to
 - (i) past, current and future damages;
 - (ii) injunctive relief; and
 - (iii) other remedies of any kind for past, current and future infringement; and
- (c) all rights to collect royalties and other payments under or on account of any of the Acquired Intellectual Property.

To the extent that moral rights cannot be assigned under applicable law, Assignor hereby waives and agrees not to enforce any and all moral rights to the extent permitted under applicable law.

Assignor hereby agrees to assist Assignee or its designee, at Assignee's expense, in every proper way to secure, protect and enforce Assignee's rights in the Acquired Intellectual Property in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect to all

Acquired Intellectual Property, the execution of all applications, specifications, oaths, assignments and all other instruments that Assignee may deem necessary in order to apply for and obtain, perfect, protect, or enforce such rights and in order to assign and convey to Assignee, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Acquired Intellectual Property. Assignor also agrees that Assignor's obligation to execute or cause to be executed any such instrument or papers shall continue after execution of this Deed of Assignment.

Assignor agrees that, if Assignee is unable because of Assignor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Assignor's signature for the purpose of applying for or pursuing any application for any registrations covering the Acquired Intellectual Property assigned to Assignee by virtue hereof, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of registrations with the same legal force and effect as if executed by Assignor.

Assignor warrants that it is the lawful owner or licensee of the Acquired Intellectual Property, that it has full right and authority to transfer the same, and that said Acquired Intellectual Property are hereby transferred free and clear of all liens, encumbrances and adverse claims, provided, however, that the Acquired Intellectual Property is subject to the license granted by Assignee to Assignor under Section 7.9 of the APA and to prior-granted non-exclusive licenses granted in the ordinary course of business within Assignor's channel of distribution.

There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Acquired Intellectual Property except for the licenses mentioned at the end of the prior paragraph.

Assignor hereby authorizes the respective governmental agency in each jurisdiction to issue any and all certificates of registration or other governmental grants or issuances that may be granted upon any of the Acquired Intellectual Property in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Deed of Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

This Deed of Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Deed of Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof. In the event of any conflict between this Deed of Assignment and the APA, the APA shall take precedence.

ANNEX A
Acquired Intellectual Property

1. US Patent No. 9,602,679 issued on 21 March 2017 for a "Distributed Printing Social Network"
2. All registered and unregistered trademarks of Lifeprint in the United States, such as:
 - Trademark Registration 5523515 "HYPERPHOTO" under class 9
 - Trademark Registration 5354800 "LP" under class 9
 - Trademark Registration 5193076 "LIFEPRINT" under class 9
 - Trademark registration in Korea to "LIFEPRINT" : Intl.Reg. No. : 1348160, Intl.Reg. Date : 2017.02.16, Registration Date : 2018.03.14, Appl. Publ. No. : 4020180000890, and Appl. Publ. Date : 2018.01.05)
 - Pending Trademark Application in the EU for "LIFEPRINT" (Application No. 1348160) under class 9.
3. The domain name Lifeprintphotoa.com and the account at Shopify Store for direct sales of all products, and all copyrightable and original works of authorship over all content and images appearing thereon excluding Software.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Deed of Assignment as of the date first above written.

LIFEPRINT PRODUCTS, INC.

By:

[Handwritten Signature]

Name: Timothy Madsen

Title: CEO

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.

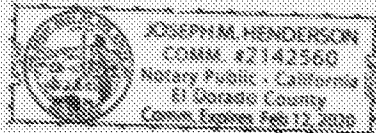
ACKNOWLEDGMENT

STATE OF California)
COUNTY OF El Dorado) S.S.

On this 24 day of May 2019, before me personally appeared Timothy Madsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of Lifepoint Products, Inc., the California company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Lifepoint Products, Inc. for the uses and purposes mentioned in the instrument.

[Handwritten Signature]
Notary Public
Printed Name: Joseph M Henderson

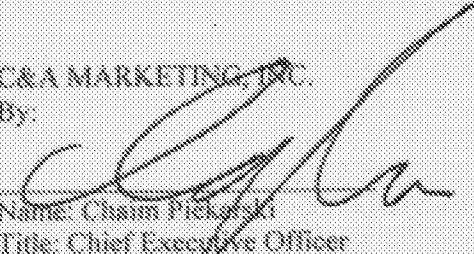
My Commission Expires: Feb 12, 2020



AGREED TO AND ACCEPTED:

C&A MARKETING, INC.

By:


Name: Chaim Piekarski
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Hudson) S.S.

On this 24th day of May 2019, before me personally appeared Chaim Piekarski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of C&A Marketing, Inc., the New Jersey company described, and acknowledged the instrument to be his free act and deed/the free act and deed of C&A Marketing, Inc. for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name: Avi Goldenberg

My Commission Expires:

AVI GOLDENBERG
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50047308
My Commission Expires 10/7/2021