

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Response to Notice of Non-Recordation		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEOPLE 2.0, INC.		03/20/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEOPLE 2.0 GLOBAL LP		
<b>Street Address:</b>	222 Valley Creek Boulevard, Suite 100		
<b>City:</b>	Exton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19341		
<b>Entity Type:</b>	Limited Partnership: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2744174	PEOPLE 2.0	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>			
<b>Phone:</b>	561-653-5000		
<b>Email:</b>	kendra.waterman@akerman.com		
<b>Correspondent Name:</b>	Mark D. Passler, Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Drive		
<b>Address Line 2:</b>	Suite 1100, West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>NAME OF SUBMITTER:</b>	Mark D. Passler		
<b>SIGNATURE:</b>	/Mark D. Passler/		
<b>DATE SIGNED:</b>	05/16/2019		
<b>Total Attachments: 9</b>			
source=People2.0#page1.tif			
source=People2.0#page2.tif			
source=People2.0#page3.tif			
source=People2.0#page4.tif			
source=People2.0#page5.tif			

CH \$40.00 2744174

source=People2.0#page6.tif

source=People2.0#page7.tif

source=People2.0#page8.tif

source=People2.0#page9.tif

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEOPLE 2.0, INC.		03/20/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEOPLE 2.0 GLOBAL LP		
<b>Street Address:</b>	222 Valley Creek Boulevard, Suite 100		
<b>City:</b>	Exton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19341		
<b>Entity Type:</b>	Limited Partnership: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2744174	PEOPLE 2.0	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<b>Phone:</b>	561-653-5000		
<b>Email:</b>	kendra.waterman@akerman.com		
<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>			
<b>Correspondent Name:</b>	Mark . Passler, Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Drive		
<b>Address Line 2:</b>	Suite 1100, West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>NAME OF SUBMITTER:</b>	Mark D. Passler		
<b>Signature:</b>	/Mark D. Passler/		
<b>Date:</b>	04/04/2019		

**Total Attachments: 5**

source=Short-form Trademark Assignment Agreement (Inc to Global)#page1.tif  
 source=Short-form Trademark Assignment Agreement (Inc to Global)#page2.tif  
 source=Short-form Trademark Assignment Agreement (Inc to Global)#page3.tif

source=Short-form Trademark Assignment Agreement (Inc to Global)#page4.tif  
source=Short-form Trademark Assignment Agreement (Inc to Global)#page5.tif

**RECEIPT INFORMATION**

<b>ETAS ID:</b>	TM517480
<b>Receipt Date:</b>	04/04/2019
<b>Fee Amount:</b>	\$40

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of March 20, 2019, is made by PEOPLE 2.0, INC. ("**INC**"), a Florida corporation, located at 222 Valley Creek Boulevard, Suite 100, Exton, PA 19341, in favor of PEOPLE 2.0 GLOBAL LP ("**Global LP**"), a Florida limited partnership, located at 222 Valley Creek Boulevard, Suite 100, Exton, PA 19341, the purchaser of certain assets of INC pursuant to a TRADEMARK PURCHASE AND LICENSE AGREEMENT between Global LP and INC, dated as of March 20, 2019 (the "**TMPL Agreement**").

WHEREAS, under the terms of the TMPL Agreement, INC has conveyed, transferred, and assigned to Global LP certain intellectual property of INC, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark and registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of INC 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 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. INC hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Global LP. Following the date hereof, upon Global LP's reasonable request, and at Global LP's sole cost and expense, INC shall take such steps and actions, and provide such cooperation and assistance to Global LP and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Global LP, or any assignee or successor thereto.

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

4. Counterparts. This 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 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 of this Assignment.

5. Successors and Assigns. This 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 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

PEOPLE 2.0 GLOBAL LP

By: Charles B. Miller  
Name: Charles B. Miller  
Title: Authorized Person  
Address for Notices:

ACKNOWLEDGMENT

STATE OF FLORIDA

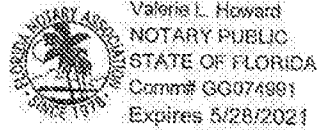
COUNTY OF Alachua

)  
)SS.  
)

On the 2<sup>nd</sup> day of March, 2019, before me personally appeared Charles B. Miller, 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 an Authorized Person of People 2.0 Global LP, the limited partnership described, and acknowledged the instrument to be the free act and deed of People 2.0 Global LP for the uses and purposes mentioned in the instrument.

Valerie L. Howard  
Notary Public  
Printed Name: Valerie L. Howard

My Commission Expires: 5/28/2021







**SCHEDULE 1**  
**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
PEOPLE 2.0	U.S.	2744174	July 29, 2003