

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561723

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| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900529058 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lenfest Media Group, LLC | | 06/12/2019 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | HIP Innovations, LLC | | |
| Street Address: | 1889 Williston Rd, Ste 200 | | |
| City: | South Burlington | | |
| State/Country: | VERMONT | | |
| Postal Code: | 05403 | | |
| Entity Type: | Limited Liability Company: VERMONT | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4697456 | SNAPUP | |
| Registration Number: | 4737789 | SNAPUP SHELF | |
| 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: | pvakil@hamptondirect.com | | |
| Correspondent Name: | HIP Innovations, LLC | | |
| Address Line 1: | 26025 Mureau Rd, Ste 110 | | |
| Address Line 4: | Calabasas, CALIFORNIA 91302 | | |
| NAME OF SUBMITTER: | Payoshni Vakil | | |
| SIGNATURE: | /payoshni vakil/ | | |
| DATE SIGNED: | 02/12/2020 | | |
| Total Attachments: 4 | | | |
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| source=Snap 2020 - Feb 11 2020 - 8-52 PM#page2.tif | | | |
| source=Snap 2020 - Feb 11 2020 - 8-52 PM#page3.tif | | | |
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Lenfest Media Group, LLC

AND

HIP Innovations, LLC

**TRADEMARK ASSIGNMENT AGREEMENT
UNITES STATES OF AMERICA**

Effective Date: June 12, 2019

TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN Lenfest Media Group, LLC
500 North Gulph Road, Suite 401 King of Prussia, Pennsylvania 19406.
United States of America
("Assignor")

AND HIP Innovations, LLC
1889 Williston Road, Suite 200, South Burlington, Vermont 05403.
United States of America
("Assignee")

BACKGROUND

WHEREAS, Assignor is the owner of the trademark identified in the Schedule ("Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee; and

WHEREAS, pursuant to the terms of a certain Sale Agreement between Assignor and Assignee, dated April 19, 2019 (the "Assumption Agreement"), Assignor has agreed to assign and has assigned to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation throughout the world in the various Trademark Offices recording title in and to the aforesaid Trademarks in the name of Assignee.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all rights, title and interest in and to: (i) the Trademarks, including all applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademarks, together with all goodwill pertaining thereto in the United States and in such other countries and in connection with such other trademarks as is deemed necessary by Assignee; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to the Trademarks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; (iv) its rights to apply for and obtain other trademarks claiming priority from, or otherwise based on, the Trademarks including divisional application(s) or trademarks granted therefrom and (v) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as

Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor represents that: (i) it is the owner of all rights, title, and interests in and to the Trademarks and that it has the authority to make and enter into this Trademark Assignment Agreement; (ii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Trademarks, except those explicitly disclosed in the Asset Purchase Agreement, including any Schedules thereto; and (iii) it knows of no other person or entity which has the right to use or register, or has made any claim pertaining to the right to use or register the Trademarks, except as explicitly disclosed in the Asset Purchase Agreement, including any Schedules thereto.

Each party to this Trademark Assignment Agreement must, upon the request of the other party, do all things reasonably desirable to give effect to this Trademark Assignment Agreement, including by executing further documents.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

LENFEST MEDIA GROUP, LLC


Robert Lawrence, CEO/President

HIP INNOVATIONS, LLC


Steve Hieroux, CEO/President

SCHEDULE

| <i>Registration Number</i> | <i>Mark</i> | <i>Class</i> |
|----------------------------|--------------|--------------|
| 4697456 | SNAPUP | 21 |
| 4737789 | SNAPUP SHELF | 21 |