

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31)

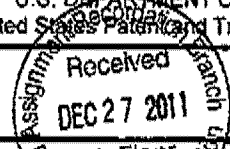
12/27/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103638423

SET
Y



12/27/11

To the Director of the U. S. Patent and Trademark Office, please receive the attached documents for the new address(es) below.

1. Name of conveying party(ies):

Neudesic, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) California, U.S.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EveryPenn, LLC

Internal

Address: _____

Street Address: 6303 Owensmouth Avenue, Suite 1092

City: Woodland Hills

State: California

Country: U.S.

Zip: 91367

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship California, U.S.
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,940,589

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Providing a website featuring resources, namely, non-downloadable software for fund-raising control management, in Class 42 (U.S. Cls 100 and 101). Registered: April 5, 2011

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lisa Cohrs

Internal Address: _____

Street Address: 8105 Center Drive, Suite 1200

City: Irvine

State: California

Zip: 92618

Phone Number: 949 789-2649

Fax Number: 949 789-5549

Email Address: lisa.cohrs@neudesic.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/28/2011 BTIMBERL 60000024 3940589

Deposit Account Number

81 FC:8521

40.00 DP

Authorized User Name _____

9. Signature:

Signature

Lisa Cohrs

Name of Person Signing

12/13/11

Date

Total number of pages including cover sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004708 FRAME: 0403

700479239

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of December __, 2011 between the following two parties.

The Assignor: Neudesic, LLC.

Legal Address: 8105 Irvine Center Drive, Suite 1200, Irvine, CA 92618

The Assignee: EveryPenny, LLC

Legal Address: 6303 Owensmouth Avenue, Suite 1092, Woodland Hills, CA 91367

RECITALS

WHEREAS, the Assignor, a limited liability company registered in the State of California, owns the trademark defined in Appendix 1 (the "Trademark").

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

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

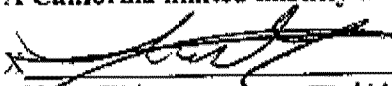
AGREEMENT

- Transfer of Trademark Rights:** Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademark, together with: (a) the goodwill of the business relating to the Trademark, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Trademark and (b) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
- Registration Fees:** The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the fees associated therewith.
- Effective Date and Term:** This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.
- Applicable Law:** The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of California.
- Amendment and Supplement:** Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- Severability:** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.


7. **Appendices:** The Appendix referred to in this Agreement is an integral part of this Agreement and has the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

NEUDESIC, LLC,
A California limited liability company,

X  _____ 12/15/11
Name/Title ANTHONY FERREY Date
AUTHORIZE SIGNER

EVERYPENNY, LLC,
A California limited liability company,

X  _____ 12/19/11
Name/Title Date

Appendix 1

United States of America

United States Patent and Trademark Office

EVERYPENNY

Reg. No. 3,940,589

Registered Apr. 5, 2011

NEUDESIC, LLC (CALIFORNIA CORPORATION)
8105 CENTER DRIVE, #1200
IRVINE, CA 92618

Int. Cl.: 42

FOR: PROVIDING A WEBSITE FEATURING RESOURCES, NAMELY, NON-DOWNLOAD-
ABLE SOFTWARE FOR FUNDRAISING CONTROL MANAGEMENT, IN CLASS 42 (U.S.
CLS. 100 AND 101).

SERVICE MARK

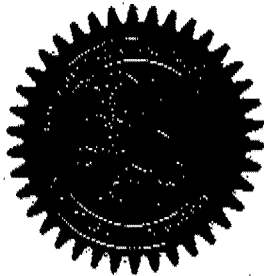
FIRST USE 6-0-2009; IN COMMERCE 6-0-2009.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

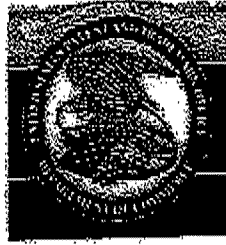
SER. NO. 85-099,314, FILED 8-3-2010

LINDA M. KING, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office



Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CPB in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

CBP's Intellectual Property Rights e-Recordation (IPRR) system, located at <https://apps.cbp.gov/e-recordations/>, allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
- Payment by credit card (preferred), check or money order.
- Ability to upload images of the protected work or trademark, thus obviating the need to send samples to CBP.
- Reduced time from filing of the application to enforcement by field personnel.

Information about how to obtain a recordation, and about CBP's Intellectual Property Rights border enforcement program, is available at CBP's web site, www.cbp.gov.