

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foodzie, Inc.		05/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ProjectJ Corporation		
Street Address:	855 El Camino Real		
Internal Address:	#350		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3672555	FOODZIE	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650-493-9300		
Email:	ckahn@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	40853-900/CK9		
NAME OF SUBMITTER:	John L. Slafsky		
Signature:	/John L. Slafsky/		

CH \$40.00 3672555

Date:

02/19/2013

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “**Assignment**”) is executed, acknowledged and delivered this 24th day of May 2012 by Foodzie, Inc., a Delaware corporation (the “**Assignor**”), in accordance with, and pursuant to the terms and conditions of, the Asset Transfer Agreement by and among Assignor, ProjectJ Corporation, a Delaware corporation (the “**Assignee**”), and solely for the purposes of Section 5.11 therein, Robert LaFave, dated as of May 24, 2012 (the “**Asset Transfer Agreement**”). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Asset Transfer Agreement.

WHEREAS, Assignor is the owner of certain mark(s) registered in the United States Patent and Trademark Office and other marks not so registered (collectively, as set forth in Schedule I-A hereto and incorporated herein by reference, the “**Assigned Marks**”) and the registration and applications for registration in the United States Patent and Trademark Office (collectively as set forth in Schedule I-A hereto and made a part hereof, the “**Trademark Registrations**” and together with the Assigned Marks, the “**Intellectual Property**”).

WHEREAS, Assignee and Assignor have entered into the Asset Transfer Agreement pursuant to which Assignor has agreed, inter alia, to grant Assignee the entire right, title, and interest in and to the Intellectual Property, in the United States of America, and in its colonies, territories and dependencies and also in all countries foreign to the United States of America.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey in perpetuity unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intellectual Property, including: (a) in and to the Assigned Marks and the Trademark Registrations together with the goodwill of the business symbolized by the Assigned Marks and Trademark Registrations, throughout the world; (b) to apply for, in any and all countries in the world, any registrations and applications for registration for the Assigned Marks and Trademark Registrations, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (c) in and to causes of action and enforcement rights for the Assigned Marks and Trademark Registrations including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks and Trademark Registrations.

Assignor agrees to execute and deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the foregoing assignment, including making any filings with the U.S. Patent and Trademark Office or any foreign equivalents reasonable or necessary to register or perfect the assignments hereunder. In the event Assignee is unable because of Assignor’s unavailability or for any other reason to secure Assignor’s signature to file, prosecute, maintain or enforce any Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, to act for and in his behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Transfer Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Transfer Agreement, the terms of the Asset Transfer Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to issues relating to the Intellectual Property, if any, and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

**FOODZIE, INC.,
a Delaware corporation**

By: 

Name: Robert LaFave

Title: Chief Executive Officer

Schedule 1-A

TRADEMARKS

Foodzie – Trademark No. 3,672,555 (registered 8/25/2009)

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