900273568 12/03/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Formerly Execution Date Entity Type	
CrowdGather, Inc.		10/17/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Andy Moeck	
Street Address:	12 Olive Street #135	
City:	Huntington Beach	
State/Country:	CALIFORNIA	
Postal Code:	92648	
Entity Type:	INDIVIDUAL: UNITED STATES	

Name:	Wendell Brown		
Street Address:	654 W. Horizon Ridge Parkway #B5-229		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89052		
Entity Type:	INDIVIDUAL: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3499715	ADISN

CORRESPONDENCE DATA

Fax Number: 4155760300

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (415) 576-0200

Email: vcordial@kilpatricktownsend.com

Correspondent Name: Margaret C. McHugh, Kilpatrick Townsend
Address Line 1: Two Embarcadero Center, 8th Floor

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Address Line 4: San Francisco, CALIFORNIA 94111-3833				
ATTORNEY DOCKET NUMBER:	90303-703850			
NAME OF SUBMITTER:	Margaret C. McHugh			
Signature:	/Margaret C. McHugh/			
Date:	12/03/2013			
Total Attachments: 4 source=TM Assignment - ADISN - USRN 3499715#page1.tif source=TM Assignment - ADISN - USRN 3499715#page2.tif source=TM Assignment - ADISN - USRN 3499715#page3.tif source=TM Assignment - ADISN - USRN 3499715#page4.tif				

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between CrowdGather, Inc., having a principal place of business at 20300 Ventura Blvd., Suite 330, Woodland Hills, CA 91364 and incorporated under the laws of the State of Nevada (herein, "Assignor") and Andy Moeck, an individual residing at 412 Olive Street #135, Huntington Beach, CA 92648 and Wendell Brown, an individual residing at 2654 W. Horizon Ridge Parkway #B5-229, Henderson, NV 89052 (herein, jointly "Assignees").

WHEREAS, Assignor owns the trademark and service mark included on the attached Schedule A (herein, the "Mark");

WHEREAS, Assignor warrants that Assignor owns ALL rights, title and interest of every kind, nature or description in and to the Mark, including but not limited to, any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for damages by reason of past infringement(s) of the Mark, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and

WHEREAS, Assignees desire to acquire the Mark from Assignor, and Assignor desires to assign, transfer and convey to Assignees All Rights in the Mark (as defined above).

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1) ASSIGNMENT. Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignees, and their successors, assigns and legal representatives. All Rights in the Mark (as defined above), together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Mark. This assignment of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignees to sue for and collect the same for their own use and benefit, and for the use and benefit of their successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignees for Assignees' own use and enjoyment, and for the use and enjoyment of their successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
- 2) FURTHER ASSURANCES. Assignor agrees that, when requested, it will, at Assignees' cost and expense, sign all papers, take all rightful oaths, and do all acts that may be reasonably necessary, desirable or convenient for securing and maintaining the Mark and for vesting title thereto in Assignees, their successors, assigns and legal representatives or nominees.
- 3) NO CHALLENGE. Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignees' sole and exclusive rights in and to the Mark or to the validity of Assignees' ownership thereof.

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- 4) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
- 5) AUTHORITY. The undersigned represents and warrants that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.
- 6) This Agreement shall be governed and construed under the laws of the State of California without regard for conflict of laws principles.

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the date indicated below

SANJAY SABNANI

President and CEO of CrowdGather, Inc.

10-13-201

Andy Moeck, an Individual

Wendell Brown, an Individual

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President and CEO of CrowdGather, Inc.	

Andy Moeck, an Individual

SANJAY SABNANI

Wendell Brown, an Individual

Weedle Brown 10/17/2013

Schedule A

U.S. Trademark/Service Mark Applications and Registrations

Owner	Mark	Status	Classes	App No.	Filing Date	Reg. No.	Reg Date
CrowdGather, Inc.	ADISN	Registered	35 and 42	Ser. No. 77/163,228	04/23/07	3,499.715	09/09/08

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RECORDED: 12/03/2013

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