

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Santa.com, Inc.		04/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Santa Holdings, LLC		
Street Address:	11613 Charisma Way		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75785783	SANTA.COM	
Serial Number:	75785747	SANTA.COM	
Serial Number:	75785746	SANTA.COM	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	231-714-0100		
Email:	john@revisionlegal.com		
Correspondent Name:	John Di Giacomo		
Address Line 1:	227 Lake Avenue		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	John Di Giacomo		
SIGNATURE:	/JAD/		
DATE SIGNED:	05/07/2014		
Total Attachments: 3			
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EXHIBIT C

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment Agreement**") is made as of April 22, 2014 by and among Santa.com, Inc., a Delaware corporation ("**Santa.com**" or "**ASSIGNOR**"), and Santa Holdings, LLC, a Delaware limited liability company (hereinafter "**ASSIGNEE**"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "**Parties**" and each individually as a "**Party**."

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement dated as of April 22, 2014 (the "**APA**");

WHEREAS, pursuant to the APA, ASSIGNOR agreed to convey its entire right, title and interest in, to, and under the United States and foreign trademark registrations and trademark applications listed in the Trademark Assignment Schedule attached hereto to ASSIGNEE; and

WHEREAS, ASSIGNOR and ASSIGNEE wish to enter into this Assignment Agreement for the sole purpose of confirming and memorializing the applicable terms of the APA, and making said terms of record in the U.S. Patent and Trademark Office and foreign trademark offices.

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree:

ASSIGNOR hereby confirms that it hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title, and interest in, to and under the marks set forth in Trademark Assignment Schedule, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the "**Transferred Marks**"). The Transferred Marks are being assigned, and such applications therefor are being transferred.

ASSIGNOR hereby agrees and undertakes to execute, whenever requested by ASSIGNEE, all documents and to take such further actions that are reasonably deemed necessary for ASSIGNEE's securing, prosecuting and maintaining all of the Transferred

TRADEMARK ASSIGNMENT SCHEDULE

Owner	Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Santa.com, Inc.	United States	SANTA.COM (Class 41)	Registered	75/785746	8/26/99	2,863,910	7/20/2004
Santa.com, Inc.	United States	SANTA.COM (Class 42)	Registered	75/785747	8/26/99	2,863,911	7/20/2004
Santa.com	United States	SANTA.COM (Class 35)	Registered	75/785783	8/12/99	2,863,912	7/20/2004

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