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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329736

SUBMISSION TYPE: NEW	ASSIGNMENT
NATURE OF CONVEYANCE: ASSI	GNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brendan McCorkle		01/21/2015	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	CloudMine Inc.	
Street Address:	1217 Sansom Street, 6th Floor	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19107	
Entity Type:	CORPORATION: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4396736	CLOUDMINE

### CORRESPONDENCE DATA

**Fax Number:** 2156894417

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.

**Phone:** 215-636-9233

Email:cdodson@baercrossey.comCorrespondent Name:Christopher Dodson, Esq.Address Line 1:1500 Walnut Street, Suite 501

Address Line 4: Philadelphia, PENNSYLVANIA 19102

NAME OF SUBMITTER:	Christopher Dodson
SIGNATURE:	/Christopher Dodson/
DATE SIGNED:	01/22/2015

### **Total Attachments: 3**

source=CloudMine Inc - B. McCorkle - Trademark Assignment (2015.01.21) - Executed#page1.tif source=CloudMine Inc - B. McCorkle - Trademark Assignment (2015.01.21) - Executed#page2.tif source=CloudMine Inc - B. McCorkle - Trademark Assignment (2015.01.21) - Executed#page3.tif

TRADEMARK 900313432 REEL: 005445 FRAME: 0273

# **Assignment of Trademarks**

This Assignment of Trademarks ("<u>Assignment Agreement</u>") is made effective as of January 21, 2015 ("Effective Date"), by and between Brendan McCorkle, an individual (the "<u>Assignor</u>"), and CloudMine Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor previously registered certain trademarks specified on Exhibit A hereto and desires to assign, transfer, sell and convey to Assignee the whole and entire title, rights, interests, benefits and privileges of Assignor in and to such trademarks owned or purported to be owned by Assignor (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor hereby, without reservation:

- 1. Assigns, transfers, sells and conveys, and confirms that Assignor has assigned, transferred, sold and conveyed to Assignee the whole and entire right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.
- 2. Authorizes and requests the Commissioner for Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the whole and entire right, title and interest therein or otherwise as Assignee may direct.
- 3. Covenants, agrees and undertakes to execute and deliver, wherever requested by the Assignee, all assignments, lawful oaths and any other papers and documents which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, all without further compensation to the Assignor.
- 4. Agrees that the Assignor is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which Assignor has knowledge or possession relating to the Assigned Trademarks (and the business identified by the Assigned Trademarks), and to provide testimony in any legal proceeding relating thereto.
- 5. Represents and warrants that (i) Assignor has full right, power and authority to assign the whole and entire right, title and interest in and to the Assigned Trademarks, and to consummate the assignment contemplated herein, and (ii) Assignor has full right, power, and authority to enter into, execute and deliver this Assignment Agreement, the execution and delivery of which have been duly authorized by all necessary action on the part of Assignor and (iii) no other authorization or proceedings on the part of Assignor are necessary to authorize this assignment.

TRADEMARK REEL: 005445 FRAME: 0274 <u>Counterparts and Amendment</u>. This Assignment Agreement may be executed in counterparts and via facsimile, PDF or other electronic images of signatures, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. This Assignment Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, or legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

Breeky Ruly

Name: Brendan McCorkle

CLOUDMINE INC.

Name: Brendan McCorkle

Title: President

# **EXHIBIT A**

Trademark	Registration No.	Registration Date
CLOUDMINE	4,396,736	September 3, 2013

TRADEMARK REEL: 005445 FRAME: 0276

**RECORDED: 01/22/2015**