

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nastel Technologies, Inc.		03/31/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JKOOL, LLC		
<b>Street Address:</b>	48 South Service Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86203931	JKOOLCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8452680314		
<i>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.</i>			
<b>Phone:</b>	845268 1806		
<b>Email:</b>	cagiordanolaw@optonline.net		
<b>Correspondent Name:</b>	carl giordano		
<b>Address Line 1:</b>	155 n. Main Street		
<b>Address Line 4:</b>	New City, NEW YORK 10956		
<b>ATTORNEY DOCKET NUMBER:</b>	NAS-TM-JKOOLCLOUD		
<b>NAME OF SUBMITTER:</b>	CARL A. GIORDANO		
<b>SIGNATURE:</b>	/CARL A. GIORDANO/		
<b>DATE SIGNED:</b>	04/27/2015		
<b>Total Attachments: 3</b>			
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ASSIGNMENT

**ASSIGNMENT**

WHEREAS, NASTEL TECHNOLOGIES, INC. **ASSIGNOR**, a New York corporation is the owner of the entire right, title, and interest, in the Trademarks and Trademark applications listed on Schedule I attached hereto (collectively referred to as the "*Nastel Trademarks and Trademark Applications*"),

WHEREAS, the parties intend to ensure the proper assignment of the *Nastel Trademarks and Trademark Applications* such that JKOOL, LLC, **ASSIGNEE**, a Delaware corporation, may acquire the entire right, title and interest in, to and under the *Nastel Trademarks and Trademark Applications*;

AND WHEREAS, **ASSIGNEE** is desirous of obtaining the entire right, title and interest in, to and under the *Nastel Trademarks and Trademark Applications*:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to this Assignment, pursuant to which **ASSIGNOR** has sold, assigned, transferred and set over and by these presents does hereby sell, assign, transfer and set over, unto **ASSIGNEE**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the *Nastel Trademarks and Trademark Applications* (and the Goodwill associated therewith), and all marks thereof, and all Trademarks of the United States that may be granted thereon and all extensions thereof, and all applications for intellectual property protection, including without limitations, all applications for trademarks which may be filed or have been filed for or claim priority from the *Nastel Trademarks and Trademark Applications* in any country or countries foreign to the United States together with the right to file such applications and the right to claim for the same the priority rights derived from the *Nastel Trademarks and Trademark Applications* under the Trademark Laws of the United States, the International Convention for the Protection of Industrial Property, the Madrid Convention or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, Trademarks and designs which may be granted thereon in any country or countries foreign to the United States and all extensions, and renewals, thereof and all rights to causes of action and remedies related thereto (including without limitation, the right to sue for past, present or future infringement, misappropriation, dilution or violation of rights and interest arising out of, in connection with, or in relation to the *Nastel Trademarks and Trademark Applications*).

AND **ASSIGNOR** HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to issue Trademarks or other evidence or forms of industrial property

ASSIGNMENT

protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives as assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that ASSIGNOR has full right to convey the entire interest herein assigned, that there are no encumbrances or liens on any of the *Nastel Trademarks and Trademark Applications or Goodwill*, associated therewith, and that ASSIGNOR has not executed or will not execute any agreements in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR shall execute and deliver such documents and take such actions at ASSIGNEE'S expense, as are reasonably necessary or appropriate to effect this assignment of the *Nastel Trademarks and Trademark Applications*.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment as of this date **March 31, 2015** (the "Effective Date").

**NASTEL TECHNOLOGIES, INC.**

Name: Charles Rich  
Signature: Charles Rich  
Title: VP

**JKOOL, LLC**

Name: Charles Rich  
Signature: Charles Rich  
Title: VP

(SIGNATURE PAGE TO ASSIGNMENT AND COVENANT NOT TO SUE ASSIGNMENT)

ASSIGNMENT

SCHEDULE A

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	ISSUE DATE
jKool	86203823	February 24, 2014		
jKoolCloud	86203931	February 24, 2014		