

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363628

<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>
MGID, Inc.		06/15/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vertus Media Corp.		
<b>Street Address:</b>	Calle Aquilino de la Guardia No. 8		
<b>Internal Address:</b>	IGRA Building		
<b>City:</b>	Panama City		
<b>State/Country:</b>	PANAMA		
<b>Entity Type:</b>	CORPORATION: PANAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4090963	MGID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128989037		
<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>Email:</b>	astrutinskiy@tulanealumni.net		
<b>Correspondent Name:</b>	Andrey Strutinskiy		
<b>Address Line 1:</b>	275 Madison Avenue		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Brooklyn, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	MGID 4090963		
<b>NAME OF SUBMITTER:</b>	Andrey Strutinskiy		
<b>SIGNATURE:</b>	/Andrey Strutinskiy/		
<b>DATE SIGNED:</b>	11/24/2015		
<b>Total Attachments: 2</b>			
source=Agreement_2#page1.tif			
source=Agreement_2#page2.tif			

OP \$40.00 4090963

## AGREEMENT

### on Transfer of the Ownership Right to the Trademarks

London, UK

Date: July 15, 2015

**MGID Inc**, a company organized and existing under the laws of the USA, whose registered office is located at 133 Johnson Ferry Road, Suite 110 Marietta, GA 30068, USA, represented by President Ben Artikov,

hereinafter referred to as the "Owner",

on the one part,

**Vertus Media Corp.**, a legal entity organized and existing under the laws of Republic of Panama, whose registered office is located at Calle Aquilino de la Guardia No. 8, IGRA Building, Panama City, Republic of Panama, represented by Director Sergii Denysenko, Director Oleg Shkot, Director Oleh Demchenko,

hereinafter referred to as the "Transferee", on the other part,

hereinafter commonly named as the "Parties".

WHEREAS the Owner has under the Law the ownership right to the Trademarks, the Parties hereby agreed as follows:

#### 1. Definitions

- 1.1. "Trademarks" means the following registered in the USA trademarks: 4,090,963 and 3,653,142
- 1.2. "Certificates" means official US patent office's documents conforming registration of the trademarks.
- 1.3. "Law" means the applicable law.
- 1.4. "Agreement" means this Agreement.

#### 2. Subject of Agreement

2.1. Under the terms and conditions hereof, the Owner shall transfer to the Transferee, and the Transferee shall accept the ownership right to the Trademarks for all goods and services as specified in the Certificates for the remuneration which is stipulated by the confidential agreement between the Parties.

#### 3. Rights and Obligations of the Parties

- 3.1. The Owner shall transfer to the Transferee the ownership right to the Trademarks for all goods and services as specified in the Certificates.
- 3.2. The Transferee shall obtain the ownership right to the Trademarks for all goods and services as specified in the Certificates.
- 3.3. The Transferee shall obtain all rights and obligations arising from the Certificates according to the Law.
- 3.4. The Transferee shall pay to the Owner the consideration for transfer of the ownership right to the Trademarks in the amount and in the fashion as stated in confidential agreement.
- 3.5. The Transferee shall perform all deeds and acts required for the registration of data on transfer of the ownership right under the present Agreement with the US Patent Office.

#### 4. Payment

4.1. The consideration for transfer of the ownership right to the Trademarks and the amount are stipulated by the confidential agreement between the Parties.

5. Guarantees and responsibility

5.1. The Owner declares not to be aware at the time of signing the present Agreement of any rights of the third parties that might be violated in connection with conclusion of this Agreement.

5.2. Upon discovery of any circumstances hindering the registration of this Agreement, the Parties shall, immediately and at their own costs, take all actions within their powers, including conclusion of an additional agreement hereto, in order to rectify any impediments.

5.3. The representatives of the Owner and the Transferee declare that they are not limited in their right to enter into agreements, are not declared by an official order as being completely or partially incapable, are not under care or custody, and do not suffer from any diseases that could adversely affect their understanding of the content of this Agreement.

5.4. For failure to perform or improper performance of their obligations hereunder, the Parties shall be held responsible under the relevant legislation.

5.5. Should any disputes between the Parties arise out of this Agreement or in relation to its performance, the Parties shall make efforts to settle them by negotiation. If a dispute cannot be settled by negotiation within a period of two (2) months, such dispute shall be resolved by court under the laws of France.

5.6. The Parties confirm that the Agreement is concluded voluntarily and by mutual consensus of the Parties.

6. Other terms

6.1. The Agreement may be amended provided the Parties reached mutual consensus on terms and conditions which shall be articulated by the Parties under an additional agreement to this Agreement. Any amendments or additions to this Agreement shall be made in writing, signed by the Parties or the authorized representatives thereof and notarized.

6.2. This Agreement is executed in three copies each of which having the same legal force.

6.3. This Agreement shall enter into force at the moment it is signed by the Parties. This Agreement shall remain in force until the Parties perform their obligations hereunder in full.

7. Details and Signatures of Parties

MGID Inc

President Ben Artikov

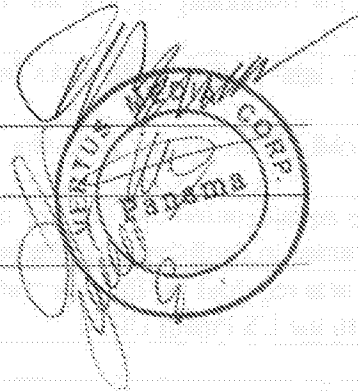


Vertus Media Corp.

Director Sergii Denysenko

Director Oleg Shkot

Director Oleh Demchenko



TRADEMARK