

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Pharmaceuticals, LLC		01/15/2016	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Place Internet, Inc.		
Street Address:	P.O. Box 3727		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33767		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3893990	W	
CORRESPONDENCE DATA			
Fax Number:	9198541401		
<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>			
Phone:	919-854-1400		
Email:	kcarlos@myersbigel.com		
Correspondent Name:	Myers Bigel Sibley & Sajovec, P.A./ksc		
Address Line 1:	4140 Parklake Avenue, Suite 600		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	9784-3		
NAME OF SUBMITTER:	Kirsten S. Carlos		
SIGNATURE:	/ksc/		
DATE SIGNED:	01/15/2016		
Total Attachments: 2			
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OP \$40.00 3893990

Trademark Assignment and License Back Agreement

This Trademark Assignment and License Back Agreement (the "Agreement") is made as of January 15th, 2016 (the "Effective Date"), between Wilmington Pharmaceuticals, LLC, (the "Assignor"), and First Place Internet, Inc. (the "Assignee").

The Assignor is the registered owner of a mark that is registered in the United States Patent and Trademark Office, Registration No. 3893990, registration date December 21, 2010 (the "Mark"). To the actual knowledge of Assignor, neither Assignor nor its predecessors have assigned or otherwise transferred any interest in the Mark (including, without limitation, any license to use the Marks) to any party other than in this Agreement. Assignor makes no representations or warranties under this Assignment other than as specifically set forth in this paragraph, and Assignor expressly disclaims all other representations and warranties, express, implied, statutory, or otherwise, including the implied warranties of merchantability, fitness for a particular purpose, priority, enforceability and non-infringement.

The Assignee paid the Assignor good and valuable consideration on 1/15/16, and the Assignee acquired the Assignor's rights in the trademark listed in this agreement.

In exchange, the Assignor conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the mark, together with the goodwill relating to the products and services on which the mark is used and for which it is registered.

The Assignee licenses back to the Assignor, full use of the mark listed in this agreement, for two years, terminating January 15th, 2018. Assignor's licensed use of the trademark will maintain quality and consistency of the products and/or services sold under the trademark during the licensed period.

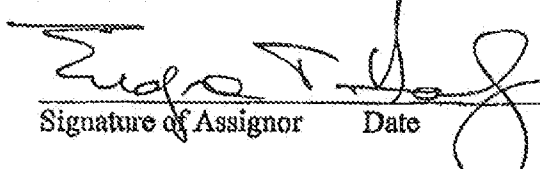
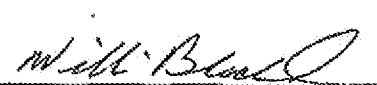
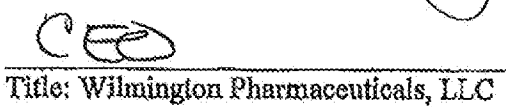

Assignor shall provide Assignee reasonable cooperation and assistance at Assignee's request and expense in the implementation or perfection of this Assignment. Moreover, in the event of any future legal action involving or relating to the Mark, Assignor agrees to provide Assignee, reasonable cooperation and assistance at... Assignee's request and expense, including reimbursement of reasonably incurred attorneys' fees.

Assignee agrees to defend and indemnify Assignor, its parents, affiliates, subsidiaries, predecessors, successors, assigns, licensees, transferees (collectively "Indemnitees"), and each of Indemnitees' former, current and future officers, directors, employees and shareholders, and hold same harmless from any and all damages, losses, liability, and costs, including, without limitation, court costs and attorney fees, arising out of or in

connection with: a) any past, present and future use of the Mark by Assignee and each of Assignee's former, current and future officers, directors, employees and shareholders, or by any third parties; or b) Assignor's entering into and execution of this Assignment.

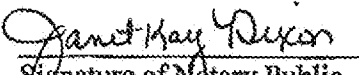
Assignee forever and unconditionally releases and discharges and covenants not to sue Assignor, and each of Assignor's predecessors, successors, parents, affiliates, subsidiaries, assigns, licensees, transferees (collectively in this paragraph "Releasees"), and each of Releasees' former, current and future officers, directors and shareholders from any and all claims, demands, causes of action, duties or obligations which arise under or otherwise relate in any way to the Mark. Without limiting the generality of the foregoing, Assignee expressly releases Assignor from any claims relating to abandonment, dilution or other diminution in value of the Mark or the registrations thereof.

Assignor forever and unconditionally releases and discharges and covenants not to sue Assignee, and each of Assignee's predecessors, successors, parents, affiliates, subsidiaries, assigns, licensees, transferees (collectively in this paragraph "Releasees"), and each of Releasees' former, current and future officers, directors and shareholders from any and all claims, demands, causes of action, duties or obligations which arise under or otherwise relate in any way to the Mark, except for claims relating to non-payment of the good valuable consideration on 1/15/16 referenced above. Notwithstanding any provision of this Assignment to the contrary, this paragraph will not in any way limit the full scope of indemnity set forth above.

	1/15/16		1/15/16
Signature of Assignor	Date	Signature of Assignee	Date
			

State of N.C.
County of New Hanover

On the 15th day of January, 2016, Assignor, the person who signed this Agreement, personally appeared before me, _____, Notary Public, and acknowledged that they signed the agreement as, or on behalf of, the Assignor.


Signature of Notary Public
My commission expires 7-10-2020

