

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PJ Media LLC		02/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NextGen Crowdfunding LLC		
Street Address:	100 N Sepulveda Blvd		
Internal Address:	Suite 230		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86745220	NEXTGEN CROWDFUNDING	
Registration Number:	4855264	NEXT GEN STARTUPS	
Registration Number:	4760214	NEXT GENERATION STARTUPS	
CORRESPONDENCE DATA			
Fax Number:	4089559100		
<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:	4089559100		
Email:	nina@yablok.com		
Correspondent Name:	Nina Yablok		
Address Line 1:	1999 S Bascom Ave		
Address Line 4:	Campbell, CALIFORNIA 95008		
NAME OF SUBMITTER:	Nina Yablok		
SIGNATURE:	//ninayablok16//		
DATE SIGNED:	03/31/2016		
Total Attachments: 10			
source=tradename and URL assignment#page1.tif			
source=tradename and URL assignment#page2.tif			

OP \$90.00 86745220

source=tradenam and URL assignment#page3.tif
source=tradenam and URL assignment#page4.tif
source=tradenam and URL assignment#page5.tif
source=tradenam and URL assignment#page6.tif
source=tradenam and URL assignment#page7.tif
source=tradenam and URL assignment#page8.tif
source=tradenam and URL assignment#page9.tif
source=tradenam and URL assignment#page10.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (“**Agreement**”), dated as of February 22, 2016, is entered into by and between **PJ MEDIA, LLC**, a Delaware limited liability company (“**Seller**”), and **NEXTGEN CROWDFUNDING LLC**, a Delaware limited liability company (“**Buyer**”).

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of February 22, 2016 (as the same may be amended, supplemented or modified to date, the “Asset Purchase Agreement”), providing for the purchase by Buyer of the assets of Seller’s NextGen Crowdfunding Business;

WHEREAS, included in the assets being sold under the Asset Purchase Agreement are certain trademarks and domain names owned by Seller;

WHEREAS, Seller owns the entire right, title and interest in and to certain U.S. trademarks and service marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Patent and Trademark Office, as listed in attached Exhibit A (collectively the “**Marks**”) and Seller owns the entire right, title and interest in and to certain domain names, as listed in attached Exhibit B (collectively the “**Domains**”), (the Marks and Domains are collectively referred to as “**Names**”); and

WHEREAS, Buyer desires to acquire all of Seller’s right, title and interest, in and to the Names together with all the goodwill of the business symbolized thereby, and Seller desires to assign all such right, title and interest in and to the Names to Buyer, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Seller, the parties agree as follows:

1. Seller hereby conveys and assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller’s right, title and interest in and to the Names, all past, present and future claims, demands and causes of action based thereon, together with the goodwill of the business symbolized by the Names.

2. Seller represents and warrants that:

- (i) Seller owns the entire right, title and interest in and to the Names;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect and all applications are in an active status;

- (iii) Seller has not licensed the Names to any other person or entity or granted, either expressly or impliedly, rights with respect to the Names to any other person or entity;
- (iv) there are no liens or security interests against the Names;
- (v) Seller has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Agreement by Seller and performance by Seller of its obligations hereunder will not violate or conflict with any other agreement to which Seller is a party or provision of Seller's Articles of Formation or Operating Agreement.

3. Promptly after the Closing of the Asset Purchase Agreement, Seller shall: (i) process transfers of the Marks through the United States Patent and Trademark Office's Trademark Electronic Application System (TEAS) system; and (ii) process transfers of the Domains through the GoDaddy inter-account transfer process. At any time, and from time to time after the Effective Date, at Buyer's request, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Seller's expense, as Buyer may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Buyer and to confirm Buyer's title to the Names and any and all federal and state trademark registrations of the Marks or applications of the Marks. Seller further agrees to assist Buyer and to provide such reasonable cooperation and assistance to Buyer, at Buyer's expense, as Buyer may reasonably deem necessary and desirable in exercising and enforcing Buyer's rights in the Names.

4. After the Effective Date, Seller agrees to make no further use of the Names or any mark or name confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Seller agrees to not challenge Buyer's use or ownership, or the validity, of the Names. Consistent with this Section 4, Seller shall, promptly after the Effective Date, file abandonments of the fictitious name statements listed on Exhibit C.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

- (i) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

2

- (ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (iii) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (iv) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

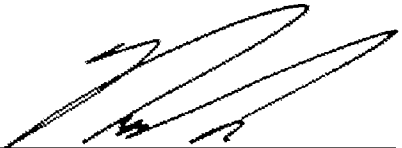
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

SELLER

BUYER

PJ MEDIA, LLC

NEXTGEN CROWDFUNDING LLC
By its Manager, NGCF Management LLC

By: 
Randall Smith, Chief Financial Officer

By: 
Aubrey Chernick, Manager NGCF
Management LLC

Exhibit A

MARK	Serial no.	Reg. No.	File date	Reg. Date
NEXTGEN STARTUPS	86745195		September 2, 2015	
NEXTGEN CROWDFUNDING	86745220		September 2, 2015	
NEXT GEN STARTUPS	86592534	4855264	April 9, 2015	November 17, 2015
NEXT GENERATION STARTUPS	86445615	4760214	November 5, 2014	June 23, 2015

Exhibit B

Domain names

APLUSALERTS.BIZ
APLUSALERTS.COM
APLUSALERTS.INFO
APLUSALERTS.NET
APLUSALERTS.ORG
AQUALIFEFILTERS.COM
BRANDINCUBATION.NET
BRAND-INCUBATION.NET
BRANDINCUBATION.ORG
BRAND-INCUBATION.ORG
BRAND-INCUBATOR.ORG
BRAND-INCUBATORS.COM
BRAND-INCUBATORS.NET
BRAND-INCUBATORS.ORG
cftank.com
cftank.info
cftank.net
cftank.org
CREATIVEFLASH.COM
CREATIVEFLASH.ORG
CREATIVEFLASHMOB.NET
CREATIVEFLASHMOB.ORG
crowdfunddealflow.com
crowdfund-dealflow.com
crowdfunddealflow.info
crowdfund-dealflow.info

crowdfunddealflow.net
crowdfund-dealflow.net
crowdfunddealflow.org
crowdfund-dealflow.org
CROWDFUNDING20.COM
CROWDFUNDING20.INFO
CROWDFUNDING20.NET
CROWDFUNDING20.ORG
crowdfundingiqquiz.com
crowdfundingiqquiz.info
crowdfundingiqquiz.net
crowdfundingiqquiz.org
crowdfundingiqtest.com
crowdfundingiqtest.info
crowdfundingiqtest.net
crowdfundingiqtest.org
crowdfundingtank.net
crowdfundingtank.org
crowdfundtank.la
crowdfundtank.net
crowdfundtank.org
crowdfundtrackr.com
crowdfundtrackr.info
crowdfundtrackr.net
crowdfundtrackr.org
CROWDPROMOTION.COM
CROWD-PROMOTION.COM
CROWDPROMOTION.NET
CROWD-PROMOTION.NET
CROWDPROMOTION.ORG
CROWD-PROMOTION.ORG
equitycftank.com
equitycftank.info
equitycftank.net
equitycftank.org
FEMALEENTREPRENEUR.ORG
FEMALE-ENTREPRENEUR.ORG
FEMALESTARTUP.COM
FEMALE-STARTUP.COM
FEMALESTARTUP.NET
FEMALE-STARTUP.NET
FEMALESTARTUP.ORG
FEMALE-STARTUP.ORG
FEMALESTARTUPS.COM

FEMALE-STARTUPS.COM
FEMALESTARTUPS.NET
FEMALE-STARTUPS.NET
FEMALESTARTUPS.ORG
FEMALE-STARTUPS.ORG
neweracrowdfunding.com
neweracrowdfunding.info
neweracrowdfunding.net
neweracrowdfunding.org
nextgenactionfilm.com
nextgenangel.com
nextgenblues.com
NEXTGENBRANDING.COM
NEXT-GEN-BRANDING.COM
nextgencentral.com
nextgencentral.info
nextgencentral.net
nextgencentral.org
nextgenclassical.com
nextgencomedy.com
NEXTGENCONTACT.COM
NEXTGENCONTACT.INFO
NEXTGENCONTACT.NET
NEXTGENCONTACT.ORG
nextgencountrymusic.com
NEXTGENCROWDFUNDING.COM
NEXTGENCROWDFUNDING.INFO
NEXTGENCROWDFUNDING.NET
NEXTGENCROWDFUNDING.ORG
nextgendocumentaries.com
nextgendocumentary.com
nextgendrama.com
nextgenedm.com
NEXTGENERATION.TV
NEXTGENERATIONBRANDING.COM
NEXT-GENERATION-BRANDING.COM
NEXTGENERATIONCROWDFUNDING.COM
NEXTGENERATIONCROWDFUNDING.INFO
NEXTGENERATIONCROWDFUNDING.NET
NEXTGENERATIONCROWDFUNDING.ORG
NEXTGENERATIONENTERTAINMENT.ORG
NEXT-GENERATION-FASHION.COM
NEXTGENERATIONFASHION.INFO
NEXT-GENERATION-FASHION.INFO

NEXTGENERATIONFASHION.NET
NEXT-GENERATION-FASHION.NET
NEXTGENERATIONFASHION.ORG
NEXT-GENERATION-FASHION.ORG
NEXTGENERATIONFITNESS.COM
NEXTGENERATIONIDOL.COM
NEXTGENERATIONIDOL.INFO
NEXTGENERATIONIDOL.NET
NEXTGENERATIONIDOL.ORG
NEXT-GENERATION-LIFESTYLE.COM
NEXT-GENERATION-LIFESTYLE.INFO
NEXT-GENERATION-LIFESTYLE.NET
NEXT-GENERATION-LIFESTYLE.ORG
NEXTGENERATIONPITCHLAB.COM
NEXTGENERATIONPITCHLAB.NET
NEXTGENERATIONPITCHLAB.ORG
NEXTGENERATIONPROMISE.COM
NEXTGENERATIONPROMISE.NET
NEXTGENERATIONPROMISE.ORG
NEXTGENERATIONPROMISE.TV
NEXTGENERATIONRESCUE.COM
NEXTGENERATIONRESCUE.NET
NEXTGENERATIONRESCUE.ORG
NEXTGENERATIONSTARTUPS.COM
NEXTGENERATIONSTARTUPS.INFO
NEXTGENERATIONSTARTUPS.NET
NEXTGENERATIONSTARTUPS.ORG
NEXTGENERATIONSTARTUPS.TV
NEXTGENERATIONSTYLE.COM
NEXTGENERATIONSTYLE.INFO
NEXTGENERATIONSTYLE.NET
NEXTGENERATIONSTYLE.ORG
NEXTGENERATIONTECHNOLOGY.COM
NEXTGENERATIONTV.COM
NEXTGENERATIONTV.NET
NEXTGENERATIONTV.ORG
NEXTGENERATIONU.COM
nextgenfashion.com
NEXT-GEN-FASHION.COM
NEXTGENFASHION.INFO
NEXT-GEN-FASHION.INFO
NEXTGENFASHION.NET
NEXT-GEN-FASHION.NET
NEXTGENFASHION.ORG

NEXT-GEN-FASHION.ORG
nextgenfilm.com
NEXTGENFITNESS.COM
NEXT-GEN-FOOD.COM
NEXT-GEN-FOOD.INFO
NEXT-GEN-FOOD.NET
NEXT-GEN-FOOD.ORG
nextgenhorror.com
NEXTGENIDOL.INFO
NEXTGENIDOL.NET
NEXTGENIDOL.ORG
nextgenindiemusic.com
nextgenlatin.com
nextgenopera.com
NEXTGENPITCHLAB.COM
NEXTGENPITCHLAB.NET
NEXTGENPITCHLAB.ORG
nextgenpop.com
nextgenrandb.com
nextgenrap.com
nextgenrock.com
nextgenscifi.com
NEXTGENSTARTUPS.COM
NEXTGENSTARTUPS.INFO
NEXTGENSTARTUPS.NET
NEXTGENSTARTUPS.ORG
NEXTGENSTYLE.COM
NEXTGENSTYLE.INFO
NEXTGENSTYLE.NET
NEXTGENSTYLE.ORG
nextgentv.net
NEXTGENTV.US
nextgenwarmovies.com
nextgenwestern.com
NGCF.COM
NGCF.INFO
NGSTARTUPS.COM
NGSTARTUPS.INFO
NGSTARTUPS.NET
NGSTARTUPS.ORG
NGTV.US
OPENTTW.COM
OPENTTW.INFO
OPENTTW.NET

OPENTTW.ORG
PITCHLAB.NET
PITCHLAB.ORG
REGAALERTS.COM
REGAALERTS.INFO
REGAALERTS.NET
REGAALERTS.ORG
REGAPLUS.BIZ
REGAPLUS.INFO
REGAPLUS.TV
REGAPLUS.US
REGAPLUSALERTS.COM
REGAPLUSALERTS.INFO
REGAPLUSALERTS.NET
REGAPLUSALERTS.ORG
REGAPLUSTV.COM
REGAPLUSTV.INFO
REGAPLUSTV.NET
REGAPLUSTV.ORG
regatank.com
regatank.info
regatank.net
regatank.org
STARTUPADVENTURE.BIZ
STARTUPADVENTURE.COM
STARTUPADVENTURE.INFO
STARTUPADVENTURE.NET
STARTUPADVENTURE.ORG
STARTUPADVENTURES.COM
STARTUPADVENTURES.INFO
STARTUPADVENTURES.NET
STARTUPADVENTURES.ORG
STARTUPADVENTURESTORIES.COM
STARTUPADVENTURESTORIES.INFO
STARTUPADVENTURESTORIES.NET
STARTUPADVENTURESTORIES.ORG
STARTUPCONNECTION.COM
STARTUPSDECODED.COM
STARTUPSDECODED.INFO
STARTUPSDECODED.NET
STARTUPSDECODED.ORG
STARTUPWARSTORIES.INFO
STARTUPWARSTORIES.NET
STARTUPWARSTORIES.ORG

TEENENTREPRENEUR.COM
TEEN-ENTREPRENEUR.ORG
TEEN-STARTUP.COM
TEENSTARTUP.NET
TEEN-STARTUP.NET
TEEN-STARTUP.ORG
TEEN-STARTUPS.COM
TEENSTARTUPS.NET
TEEN-STARTUPS.NET
TEENSTARTUPS.ORG
TEEN-STARTUPS.ORG
TESTINGTHEWATERS.COM
titleiitank.com
titleiitank.info
titleiitank.net
titleiitank.org
titleivtank.com
titleivtank.info
titleivtank.net
titleivtank.org

Exhibit C
Fictitious Name Statements to be abandoned

NEXTGEN STARTUPS
NEXTGEN CROWDFUN DING
NEXT GENERATION STARTUPS