

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virginia Hillenbrand		01/31/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Improve USA LLC		
Street Address:	3808 Ardleigh Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3128458	IMPROVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.256.1113		
Email:	om@lawmlg.com		
Correspondent Name:	Mestechkin Law Group P.C.		
Address Line 1:	200 Vesey Street		
Address Line 2:	24th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Oleg A. Mestechkin		
SIGNATURE:	/Oleg A. Mestechkin/		
DATE SIGNED:	02/03/2017		
Total Attachments: 3			
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OP \$40.00 3128458

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Agreement is made as of 31st day of January, 2017, (the "Effective Date") by and between Improve USA LLC, a Delaware Limited Liability Company having a principal place of business at 3808 Ardleigh Dr, Wilmington, DE 19807 (hereinafter "Assignee"), and Virginia Hillenbrand, an individual residing at 38 Stonehouse Road, Glen Ridge, NJ 07028 (hereinafter "Assignor").

RECITALS

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Assignor" means an individual who has a controlling interest in Improve, Inc., New Jersey corporation, either before or after the effective date of this Agreement.

(b) "Subject IP" means the trademarks listed in the Exhibit A, attached hereto, and incorporated herein by reference in its entirety.

(c) "Intellectual Property Rights" means any and all rights that may exist from time to time in this or any other jurisdiction, whether foreign or domestic, under copyright law and trademark law. Intellectual Property Rights shall include all of these rights and protections regardless of whether or not such rights or protections are registered or perfected.

2. Consideration

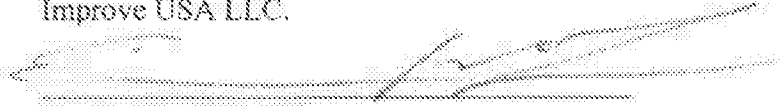
In consideration of the Assignment described herein Assignee shall:

(a) grant the Assignor a non-exclusive, non-assignable limited license to use the Subject IP, pursuant to the License Agreement to be executed by the Parties hereto concurrently with the execution of this Agreement and made part of this Agreement in its entirety (hereinafter "License"); and

(b) pay the Assignor the sum of Twenty Thousand Dollars (\$20,000) as a lump sum payment upon Assignor's execution of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

Assignee,
Improve USA LLC.



By: Eugene Halynski
Title: Chief Executive Officer

STATE OF NEW YORK

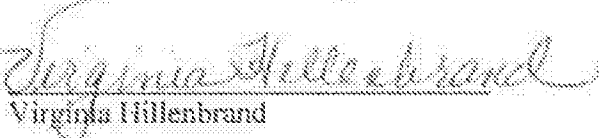
COUNTY OF Kings

On the 2nd day of February in the year 2017 before me, the undersigned, personally appeared Eugene Halynski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ELEANORA ZAIKIND
Notary Public, State of New York
No. 012000147
Delivered to King County
Commissioner of the Superior Court

Assignor,


Virginia Hillenbrand

STATE OF Florida

COUNTY OF MONROE

On the 31 day of January in the year 2017 before me, the undersigned, personally appeared Virginia Hillenbrand, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


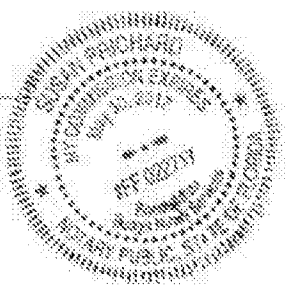

Notary Public

EXHIBIT A

U.S. Trademark "IMPROVE" (U.S. Trademark Serial No. 76628836; U.S. Registration No. 3128458);