

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTT Acquisition Corp.		08/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Drive Thru Technology, Inc.		
Street Address:	1755 N. Main Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90031		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3685478	EZUNIVERSE	
Registration Number:	4844103	360IQ	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010733-0003		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	08/29/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made and entered into as of August 24, 2018 by DTT Acquisition Corp., a Delaware corporation (the “**Assignor**”), to Drive Thru Technology, Inc., a California corporation (the “**Assignee**”) (each a “**Party**,” and collectively the “**Parties**”).

WHEREAS, Assignor entered into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”), pursuant to which EZUniverse Inc., a Delaware corporation (“**EZU**”) sold, assigned, transferred, conveyed and delivered to Assignor, all of EZU’s right, title and interest in and to the trademarks identified on Schedule A attached hereto (the “**Marks**”) together with the goodwill associated therewith; and

WHEREAS, Assignee is indirectly wholly-owned by Assignor and, for convenience, Assignor desires to contribute all of its right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used directly to the Assignee; and

WHEREAS, for tax purposes, the assignment of the Marks shall be deemed to be contributed by Assignor to its wholly-owned subsidiary, DTT Surveillance Holdings, Inc., a California company (“**Parent**”) and subsequently from Parent to Assignee, as a wholly-owned subsidiary of Parent, in each case in a transaction intended to be tax-free pursuant to Section 351 of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor hereby contributes, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to said Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee’s own use and enjoyment.

2. **Further Assurances.** The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee’s request without charge (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to

the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

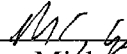
4. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.


ASSIGNOR:

DTT ACQUISITION CORP.

By: 
Name: Michael Coffey
Title: Chief Executive Officer

ASSIGNEE:

DRIVE THRU TECHNOLOGY, INC.

By: 
Name: Mike Coffey
Title: Chief Executive Officer

SCHEDULE A

Country	Mark	Registration Date	Registration No.
United States	EZUNIVERSE	9/22/2009	Reg. No. 77-663,755/3,685,478
United States	360iQ	11/3/2015	Reg. No. 86-413,454/4,844,103