

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508287



<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>
Chronofy, Inc.		10/05/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chronofy LLC		
<b>Street Address:</b>	166 E. Levering Mill Road		
<b>City:</b>	Bala Cynwyd		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5012160	CHRONOFY	
<b>Registration Number:</b>	5012161	CHRONOFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059677450		
<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>Phone:</b>	3059677450		
<b>Email:</b>	janet.moreira@fisherbroyles.com		
<b>Correspondent Name:</b>	Janet C. Moreira		
<b>Address Line 1:</b>	9480 NE 2nd Avenue		
<b>Address Line 2:</b>	Suite 65		
<b>Address Line 4:</b>	Miami Shores, FLORIDA 33138		
<b>NAME OF SUBMITTER:</b>	Janet C. Moreira		
<b>SIGNATURE:</b>	/Janet C. Moreira/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF TRADEMARKS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chronofy, Inc., a Florida corporation, with a principal address of 56 NE 1st Street, Miami, FL 33132 ("Assignor") hereby irrevocably and perpetually conveys, transfers, and assigns to Chronofy LLC, a Delaware limited liability company, with a principal address of 166 E. Levering Mill Road, Bala Cynwyd, PA 19004 ("Assignee"), pursuant to the Asset Purchase Agreement dated as of October 5, 2018, by and between Assignor and Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following trademarks in Schedule A together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and including, without limitation: (a) all common law rights, registrations, issuances, extensions, and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing by applicable law, by international treaties and conventions, and otherwise; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**SCHEDULE A**

<u>Country</u>	<u>Filing date</u>	<u>Serial No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>
U.S.A.	12/02/2015	86836485	CHRONOFY	5012161	08/02/2016	009, 016, 035, 036 and 041
U.S.A.	12/02/2015	86836477	 CHRONOFY	5012160	08/02/2016	009, 016, 035, 036 and 041
E.U.	05/24/2016	015467012	CHRONOFY	015467012	09/26/2016	009, 016, 035, 036 and 041
E.U.	05/24/2016	015467558	 CHRONOFY	015467558	11/09/2016	009, 016, 035, 036 and 041

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the European Union Intellectual Property Office, and/or any other governmental entities, to record and register this Trademark Assignment upon request by either of the parties. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned

as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks by its duly authorized officer:

ASSIGNOR: CHRONOFY, INC.

Accepted and Acknowledged by:  
ASSIGNEE: CHRONOFY, LLC

By: 

By: \_\_\_\_\_

Name: JOSEPH AKUR

Name: \_\_\_\_\_

Title: President.

Title: \_\_\_\_\_

Trademark to Assignee, or any assignee or successor thereto.

IN WITNESS HEREOF, the undersigned has caused this Assignment of Trademarks by its duly authorized officer:

ASSIGNOR: CHRONOFY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Acknowledged by:  
ASSIGNEE: CHRONOFY, LLC

By:  \_\_\_\_\_

Name: Amanda Elman

Title: President