

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Area Code 310, INC. (DBA CAMPCO)		07/10/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RECOVER LLC		
Street Address:	4625 W Jefferson Blvd		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90016		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4605462	RECOVER	
Registration Number:	4609824	RC RECOVER	
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:	786-449-6238		
Email:	dyelenik@gmail.com		
Correspondent Name:	Dennis Lisbon		
Address Line 1:	12611 N. 51st Street		
Address Line 4:	Temple Terrace, FLORIDA 33617		
NAME OF SUBMITTER:	Daniel Yelenik		
SIGNATURE:	/DY/		
DATE SIGNED:	11/04/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement dated July 10, 2014 is entered into freely by and between Area Code 310, INC. (DBA CAMPCO) ("Assignor") and RECOVER LLC ("Assignee").

WHEREAS, Assignor is the owner of the trademarks identified as follows: U.S. Trademark Serial Number 86-206,909: RC RECOVER (Stylized/Design) and U.S. Trademark Serial Number 86-198,817: RECOVER (Word Mark) (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. In consideration for the assignment set forth in Section 1 and with the intention to legally bind the parties, Assignee has contemporaneous with the signing of this Agreement paid Assignor the sum of \$1 and entered into an exclusive territory distribution agreement with Assignor.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. No Further Use of Marks. From the date of this Agreement and except as otherwise agreed in writing by the parties, Assignor will cease using any of the Trademarks assigned under this Agreement and will not challenge Assignee's use of those marks.

5. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

6. Effect on Heirs & Successors. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

7. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

8. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

9. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

10. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. Governing Law. Except as otherwise agreed to by the parties in writing, this Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nevada.

[Signatures on following page]

my

TRADEMARK

REEL: 005394 FRAME: 0386

7/10/2014

ASSIGNEE



Signature

Ron Rosenberg
Printed Name

ASSIGNOR



Signature

Mordechai Shorin
Printed Name

TRADEMARK