

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420056

<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>
The Treadstone Group, Inc.		03/09/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amazon Technologies, Inc.		
<b>Street Address:</b>	410 Terry Ave N		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98109		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4384649	CHIME.IN	
<b>Registration Number:</b>	3882564	CHIME IN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062667010		
<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>Email:</b>	trademarks@amazon.com		
<b>Correspondent Name:</b>	Amazon Technologies, Inc.		
<b>Address Line 1:</b>	410 Terry Ave N		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98109		
<b>NAME OF SUBMITTER:</b>	Tracy Cooke		
<b>SIGNATURE:</b>	/Tracy Cooke/		
<b>DATE SIGNED:</b>	03/17/2017		
<b>Total Attachments: 2</b>			
source=Treadstone assignment of CHIME.IN and CHIME IN to ATI#page1.tif			
source=Treadstone assignment of CHIME.IN and CHIME IN to ATI#page2.tif			

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## ASSIGNMENT

This Agreement is effective March 9, 2017 by and between The Treadstone Group, Inc., a North Carolina corporation whose address is 2173 Smith Harbour Drive, Denver, NC 28037 ("Treadstone") and Amazon Technologies, Inc., a Nevada corporation whose address is 410 Terry Avenue N, Seattle, Washington, 98109 ("ATI").

WHEREAS, Treadstone was retained by ATI (and/or its affiliates) to acquire the trademarks CHIME.IN and CHIME IN, the domain name <chime.in>, and certain associated rights (together, the "Assets") from Ubermedia, Inc.;

WHEREAS, Ubermedia, Inc. has assigned the Assets to Treadstone, as intermediary, pursuant to the purchase agreement attached hereto as Exhibit A (the "Purchase Agreement"); and

WHEREAS, Treadstone desires to assign the Purchase Agreement and all associated rights to ATI, and ATI desires to acquire said agreement and rights.

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

1. Treadstone hereby assigns to ATI the Purchase Agreement, and any and all trademark, domain name and other rights acquired by Treadstone thereunder, including without limitation the CHIME Marks (as defined in said Purchase Agreement), together with the goodwill of the business symbolized by said marks, any associated common law trademark rights, any trademark applications or registrations for said marks, and the right to bring suit and recover damages for past infringement.
2. This Agreement is binding on, and inures to the benefit of the parties, their parents, subsidiaries, successors, assigns, affiliates and agents.
3. The parties will execute and deliver such further and other documents as may be necessary to give effect to this Agreement and to carry out its provisions.
4. This Agreement may be executed by the parties in counterparts. Each party may use facsimile transmission or e-mail to deliver an executed copy of this Agreement, and any copy so delivered shall be deemed an original.
5. This is the entire agreement between the parties relating to the Purchase Agreement and Ubermedia, Inc., and supersedes all prior communications, understandings, and statements. Neither party is relying on any warranties, representations, assurances or inducements not expressly set forth herein.

SO AGREED

THE TREADSTONE GROUP, INC.

A handwritten signature in cursive script that reads "Ross D. Bulla". The signature is written in dark ink and is positioned above a horizontal line.

Ross D. Bulla, President