

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snap Interactive, Inc.		12/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Snap Inc.		
Street Address:	63 Market Street		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4111563	SNAP INTERACTIVE	
Registration Number:	4111564	SNAP INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	2126589950		
<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:	212-775-8753		
Email:	jtomlinson@kilpatricktownsend.com		
Correspondent Name:	Jill K. Tomlinson		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	MS:IPDock22, 1100 Peachtree St, Ste 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1009716		
NAME OF SUBMITTER:	Jill K. Tomlinson		
SIGNATURE:	/Jill K. Tomlinson/		
DATE SIGNED:	02/17/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

Snap Interactive, Inc., a Delaware corporation, having a place of business at 320 West 37th Street, 13th Floor, New York, New York 10018 (hereinafter "Assignor") is the record owner of U.S. Trademark Registration Numbers 4,111,563 and 4,111,564 (the "Registrations"), respectively for the trademark SNAP INTERACTIVE and Design and SNAP INTERACTIVE (collectively, the "Trademarks") and uses the trade names Snap Interactive and Snap (the "Trade Names"), including but not limited to as part of its corporate name Snap Interactive, Inc.;

WHEREAS Assignee, Snap Inc., a Delaware corporation with its principal place of business located at 63 Market Street, Venice, California 90291 (hereinafter "Assignee") is desirous of acquiring all right, title and interest in and to the said Trademarks and Trade Names including but not limited to any common law rights associated with said Trademarks and Trade Names worldwide, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing.

NOW THEREFORE IT IS AGREED AS FOLLOWS

For good and valuable consideration, the receipt and sufficiency whereof is hereby mutually acknowledged, Assignor hereby assigns, transfers and conveys unto said Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest that Snap Interactive owns in and to the Trademarks, the Trade Names, the Registrations, and any of its common law rights associated with the Trademarks and the Trade Names worldwide, the goodwill symbolized thereby, as well as the right to sue for past and present infringements thereof, free and clear of all liens; all rights to apply for additional registrations for the Trademarks and the Trade Names and any other rights corresponding thereto anywhere in the world, with full benefit of priority therein as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks and the Trade Names, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Snap Interactive represents and warrants that it is the sole owner of the Registrations, that the Registrations are valid and subsisting, and that it has not assigned the Registrations or any rights in the Trademarks or the Trade Names to any third party. Snap Interactive further represents and warrants that it has been using the SNAP INTERACTIVE Trademark (the subject of Reg. No. 4,111,564) continuously in the U.S. since on or about December 17, 2007, it has been using the SNAP INTERACTIVE and Design mark (the subject of Reg. No. 4,111,563) continuously in the U.S. since on or about January 1, 2008, and that it has been using the Trade Names continuously in the U.S. since at least as early as 2008. Snap Inc. represents and warrants that it is familiar with the manner that Snap Interactive currently uses the Trademarks and the Trade Names and that such use constitutes "use" of such marks and names for purposes of the foregoing representations by Snap Interactive.

Snap Interactive further represents and warrants that (i) it owns no trademark rights in any mark or name containing the term SNAP or any mark or name confusingly similar thereto anywhere in the world other than the Trademarks, the Trade Names, and the corporate name Snap Interactive, Inc.; and (ii) has no applications or other pending attempts to register the Trademarks, the Trade Names, or any mark likely to be confused with the Trademarks, including but not limited to any mark consisting of or incorporating the word "SNAP" or any grammatical or phonetic variations on, or graphic equivalents of, such word in connection with any goods or services in any jurisdiction worldwide.

Snap Interactive further represents and warrants that: (i) its rights in the Trademarks and the Trade Names have not been challenged, limited, narrowed, pledged, assigned or encumbered by agreement, or court order; (ii) it can assign all of its rights, title and interest in the Trademarks and the Trade Names, including but not limited to all of its common law rights, and their goodwill without consent from any other party or entity; (iii) it is not aware of any other person or entity using the SNAP INTERACTIVE Trademarks or Snap Interactive Trade Name; (iv) it has not entered into any prior agreement, contract, assignment or other transaction with any other third party that would be inconsistent herewith; and (v) it is not aware of anyone previously or currently objecting to the use by Snap Interactive of the Trademarks or the Trade Names.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.


This agreement is effective as of December 21, 2016.

SNAP INTERACTIVE, INC.
(Assignor)

SNAP INC.
(Assignee)

By: 

By: 

Name: Jason Katz
Title: Chief Executive Officer 

Name: Dominic Perella
Title: Deputy General Counsel and
Chief Compliance Officer

Date: December _____, 2016

Date: December 21, 2016