

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Cocoa Box Design, LLC		05/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Evernote Corporation		
Street Address:	333 West Evelyn Avenue		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3980663	PENULTIMATE	
Registration Number:	4087953		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6173506878		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6173506800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Susan M. Mulholland/GESMER UPDEGROVE LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Susan M. Mulholland		
Signature:	/sm mulholland/		
Date:	05/03/2012		
Total Attachments: 3 source=Evernote Assignment#page1.tif source=Evernote Assignment#page2.tif source=Evernote Assignment#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 2 day of May, 2012, by and among Cocoa Box Design LLC, a limited liability company organized under the laws of the State of California ("Assignor"), and Evernote Corporation, a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby, if any;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith, and solely to the extent such rights remain in certain Marks despite abandonment, non-use or otherwise), together with the goodwill of the business symbolized thereby and appurtenant thereto, if any, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: COCOA BOX DESIGN LLC

Ben Zotto

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

Signature: [Handwritten Signature]

Title: Managing Member

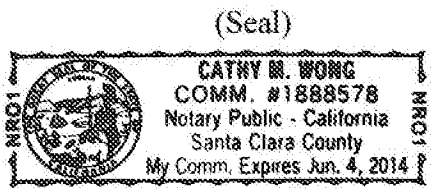
NOTARIZATION

STATE OF CALIFORNIA County of Santa Clara

On this 2nd day of May, 2012, before me, the undersigned Notary Public, personally appeared Ben Zotto, proved to me through satisfactory evidence of identification, which was/were [Handwritten Name], to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary [Handwritten Signature]

My Commission Expires: 06/04/2014



ASSIGNEE: EVERNOTE CORPORATION

Name: Phil Lbin

Signature: [Handwritten Signature]

Title: CEO

STATE OF CALIFORNIA County of Santa Clara

On this 2nd day of May, 2012, before me, the undersigned Notary Public, personally appeared Phil Lbin, proved to me through satisfactory evidence of identification, which was/were [Handwritten Name], to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary [Handwritten Signature]

My Commission Expires: 06/04/2014

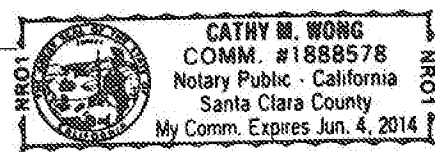


Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Registration No.</i>
Penultimate	US		3,980,663
Penultimate icon design mark	US		4,087,953
Penultimate	European Union		009699927