

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
You Centric Technologies, LLC		10/09/2013	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Knoable, Inc.
Street Address:	2711 Centerville Road
City:	Suite 400
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4310297	KNOABLE
Registration Number:	4318349	KNOABLE
Registration Number:	4318350	KNOABLE
Registration Number:	4318351	KNOABLE
Registration Number:	4318352	KNOABLE
Registration Number:	4318353	KNOABLE
Registration Number:	4321865	KNOABLE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 541 490-8510

Email: jwc@knoable.com

Correspondent Name: John Crumpacker

Address Line 1: PO Box 100

OP \$190.00 4310297

Address Line 4: Underwood, WASHINGTON 98651

NAME OF SUBMITTER:

John Crumpacker

Signature:

/John Crumpacker/

Date:

10/09/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is by and between You Centric Technologies, LLC, a Washington limited liability company, having its principal place of business at PO Box 100, Underwood, WA 98651 (“ASSIGNOR”), and Knoable, Inc., a Delaware corporation, having its principal place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (“ASSIGNEE”).

Background

A. ASSIGNOR is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

B. ASSIGNOR desires to assign, transfer, and convey all right, title and interest in and to the Trademarks to ASSIGNEE and ASSIGNEE desires to accept such transfer of ownership.

In consideration for the mutual promises, covenants, and agreements made below the parties intending to be legally bound agree as follows:

1. Assignment. ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this assignment, transfer and conveyance not been made.

2. Authorization. ASSIGNOR authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to ASSIGNEE as assignee of ASSIGNOR’s entire right, title and interest therein. ASSIGNOR agrees to further execute any documents reasonably necessary to effect this assignment or to confirm ASSIGNEE’s ownership of the Trademarks.

3. No Existing Licenses. ASSIGNOR and the ASSIGNEE further acknowledge and agree that at the time of the execution of this Assignment, ASSIGNOR’s ownership of the Trademarks is not subject to any license agreement of any kind.

4. 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.

5. Counterparts. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument.

In Witness Whereof, the ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed this 9th day of October, 2013.

ASSIGNOR:

YOU CENTRIC TECHNOLOGIES, LLC
a Washington limited liability company,




By: John Crumpacker, its Manager

ACCEPTANCE OF ASSIGNMENT

ASSIGNEE hereby accepts the foregoing Assignment and covenants and agrees to fully perform all obligations with respect thereto and hereby releases ASSIGNOR from responsibility for the performance of any such obligations after the date of this Acceptance.

ASSIGNEE:

KNOABLE, INC.,
a Delaware Corporation,



By: John Crumpacker, its President & CEO

Exhibit 1
Trademarks

The entire right, title, interest, in all international classes (“IC”) as listed below, in and to the following mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks):

- KNOABLE
 - IC 09
 - IC 35
 - IC 36
 - IC 38
 - IC 41
 - IC 42
 - IC 45