

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trax Holdings Incorporated		11/30/2012	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Trax Holdings, Incorporated		
Street Address:	14500 N. Northsight Blvd.		
Internal Address:	Ste. 113		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3559604	TRAX	
CORRESPONDENCE DATA			
Fax Number:	6026409050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-640-9386		
Email:	trademarks@omlaw.com		
Correspondent Name:	Aaron R. Harmon		
Address Line 1:	2121 N. Central Ave, Ste. 2100		
Address Line 2:	c/o Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	14589.2		
NAME OF SUBMITTER:	Aaron R. Harmon		
SIGNATURE:	/aaron.r.harmon/		
DATE SIGNED:	03/28/2014		
Total Attachments: 4			
source=Trax Trademark Assignment Agreement - 11.30.12#page1.tif			
source=Trax Trademark Assignment Agreement - 11.30.12#page2.tif			
source=Trax Trademark Assignment Agreement - 11.30.12#page3.tif			
source=Trax Trademark Assignment Agreement - 11.30.12#page4.tif			
TRADEMARK			

CH \$40.00 3559604

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 30, 2012, is made by Trax Holdings Incorporated, an Arizona corporation ("Assignor"), in favor of Trax Holdings, Incorporated, a Delaware corporation ("Assignee").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and/or applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

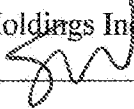
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

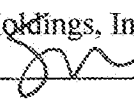
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Trax Holdings Incorporated
By: 

Name: Steven Westberg
Title: CFO
Address for Notices:
14500 N. Northsight Blvd., Ste. 113
Scottsdale, AZ 85260

AGREED TO AND ACCEPTED:

Trax Holdings, Incorporated
By: 

Name: Steven Westberg
Title: CFO
Address for Notices:
14500 N. Northsight Blvd., Ste. 113
Scottsdale, AZ 85260

5399414

TRADEMARK
REEL: 005246 FRAME: 0473

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS AND/OR REGISTRATIONS

Mark	Owner	Reg./Appl. Number
United States		
TRAX	Trax Holdings Incorporated 14500 N. Northsight Blvd, Suite 113 Scottsdale, AZ 85260	3559604

5399414