

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Don Giffels		03/03/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Workforce Insight, Inc.		
<b>Street Address:</b>	1600 Wynkoop Street, Suite 5B		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4016016	WFM NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7023828135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3032231142		
<b>Email:</b>	jobermeyer@bhfs.com		
<b>Correspondent Name:</b>	Emily Holmes		
<b>Address Line 1:</b>	410 Seventeenth St., Ste 220		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	16871-0001		
<b>NAME OF SUBMITTER:</b>	Emily Holmes		
<b>SIGNATURE:</b>	/Emily Holmes/		
<b>DATE SIGNED:</b>	04/04/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*") dated as of March \_\_, 2014 ("*Effective Date*") by and between Don Giffels, an individual resident of the state of Colorado ("*Assignor*"), and Workforce Insight, Inc., a Colorado corporation ("*Assignee*").

### RECITALS

WHEREAS, Assignor owns the WFM NAVIGATOR trademark, which is the subject of U.S. Reg. No. 4,016,016, together with the goodwill of the business associated therewith (collectively, the "*Trademark*"); and

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Trademark.

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

- 1. Assignment.** Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademark and the goodwill of the business symbolized by the Trademark, and with the right to sue for and recover damages and profits for any past, present, or future infringements of the Trademark.
- 2. Recordation.** Assignor hereby requests that the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademark.
- 3. Further Assurances.** Assignor shall take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The parties agree and acknowledge that this appointment is coupled with an interest, and the parties will take no steps in opposition to or to terminate such appointment.
- 4. Representations and Warranties.** Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all right, title and interest in the Trademark, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any

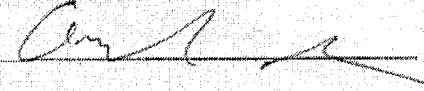
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proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Trademark, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Trademark, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Trademark is not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

ASSIGNOR:  
DON GIFFELS



STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

On March 3<sup>rd</sup>, 2014, before me, Meghan Emswiler, Notary Public, personally appeared Don Giffels, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 3/23/17



Notary

Meghan Clarry Emswiler  
Notary Public  
State of Colorado  
Notary ID: 20054004231  
My Commission Expires March 23, 2017

[Signature Page to Trademark Assignment Agreement]