

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/28/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contour, Inc.		04/16/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Contour, LLC		
Street Address:	5152 N. Edgewood Drive		
Internal Address:	Suite 375		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4333546	CONTOUR	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	CONTR.001T		
NAME OF SUBMITTER:	Stacey R. Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	04/16/2014		
Total Attachments: 3			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of October 28, 2013, by and between Contour, Inc., a Washington corporation, acting by and through the Receiver (hereinafter referred to as "ASSIGNOR"), and Contour, LLC, a Utah limited liability company having a place of business at 5152 N. Edgewood Drive, Suite 375, Provo, UT 84604 (hereinafter referred to as "ASSIGNEE").

WHEREAS, on August 26, 2013 (the "Appointment Date"), a receivership action was commenced against Assignor in the Superior Court for King County, Washington (the "Receivership Case") and, pursuant to certain orders entered in the Receivership Case on August 26, 2013 and September 5, 2013, Inverness Group LLC (the "Receiver") was appointed as General Receiver for Seller.

WHEREAS, to the best of Receiver's knowledge, prior to the Appointment Date ASSIGNOR had adopted, used, and was the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, to the best of Receiver's knowledge, ASSIGNOR had acquired goodwill associated with and symbolized by said Trademark and had not abandoned the same;

WHEREAS, to the best of Receiver's knowledge, ASSIGNOR was the owner of the federal and international trademark applications and registrations relating to the Trademark listed in Schedules B and C, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications and Registrations");

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Trademark and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR was willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms the assignment and sale to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) The Trademark set forth in Schedule A;

- (2) The U.S. Registration and the Foreign Applications and Registrations set forth in Schedules B and C;
- (3) Any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees; and
- (4) Any and all rights appurtenant to (1) - (3), including, but not limited to, any and all common law rights, trade name rights, causes of action, and the right to recover for past infringement worldwide;

together with the goodwill symbolized by said Trademark, Applications, and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill and the business associated with the Trademark.

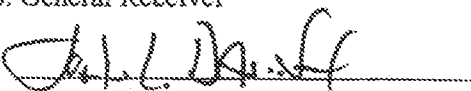
Notwithstanding anything to the contrary in this Assignment, except for the express representations and warranties in the Bill of Sale between the Assignor and Assignee dated October 28, 2013, Assignor expressly excludes all warranties with respect to the Trademark, express and implied, including, but not limited to, the warranty of merchantability, the warranty of fitness for a particular purpose, and any warranties that may have arisen from course of dealing or usage of trade.

CONTOUR, INC.

CONTOUR, LLC

By: Inverness Group LLC
Its: General Receiver

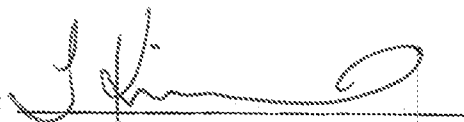
By:



Name: John L. Davidson

Title: Managing Partner

By:



Name: C. Todd Kinard

Title: V.P. of IP Strategy

TRADEMARK

REEL: 005261 FRAME: 0660

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: CONTOUR

SCHEDULE B

U.S. Federal/International Trademark Registrations:

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INT'L CLASS(ES)</u>
CONTOUR	U.S.	4333546	May 14, 2013	9 and 42
CONTOUR	European Union	010736486	June 2, 2013	9, 42 and 45
CONTOUR	Japan	5557306	February 15, 2013	9 and 42

SCHEDULE C

International Trademark Applications:

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>INT'L CLASS(ES)</u>
CONTOUR	Brazil	840058276	March 16, 2012	9
CONTOUR	Brazil	840058284	March 16, 2012	42
CONTOUR	China	10638085	March 19, 2012	9
CONTOUR	India	2301882	March 19, 2012	9
CONTOUR	India	2301884	March 19, 2012	9
CONTOUR	India	2301883	March 19, 2012	42

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