

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mindbloom, Inc.		05/27/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Welltok, Inc.		
Street Address:	1675 Larimer Street, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86000714		
Serial Number:	86000689		
Serial Number:	86000084	PROOF!	
Serial Number:	86000075	P!	
Serial Number:	85973472	PROOF	
Serial Number:	85973464	MOMENTUM	
Serial Number:	85973451	JUICE	
Serial Number:	85410054	LIFE GAME	
Serial Number:	85386762	BLOOM*	
Serial Number:	77980170	LIFE GAMES	
Serial Number:	77881160	GROW THE LIFE YOU WANT.	
Serial Number:	77881147	MINDBLOOM	
Serial Number:	77573100	ARE YOU READY TO BLOOM?	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-299-2085		
Email:	IPdocket@foxrothschild.com		
TRADEMARK			

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Correspondent Name: Michael J. Leonard / Fox Rothschild LLP
Address Line 1: Princeton Pike Corporate Center
Address Line 2: 997 Lenox Drive, Building 3
Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER: 125542.00001 MJL/ESP

NAME OF SUBMITTER: Michael J. Leonard

SIGNATURE: /Michael J. Leonard/

DATE SIGNED: 05/29/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 27th day of May 2014 by Mindbloom, Inc., a Washington corporation (the "*Assignor*"), in favor of Welltok, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, on February 28, 2014, Assignor, Assignee and other parties entered into an Agreement and Plan of Merger (the "*Merger Agreement*"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain of its assets, including the intellectual property of Assignor's business, including, without limitation those United States trademark registrations and applications set forth on Schedule A (hereinafter collectively referred to as the "*Marks*") and the goodwill of the business associated with the Marks;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations and applications including but not limited to those identified in Schedule A;

WHEREAS, pursuant to the terms of the Merger Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used; and

WHEREAS, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Merger Agreement.

NOW THEREFORE, in consideration of the terms set forth in the Merger Agreement and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Merger Agreement.

2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Marks and all rights associated therewith including, without limitation, any foreign and common law rights and the right to sue for past, present and future dilution or infringement thereof, together with the goodwill associated with the Marks and the business in connection with which the Marks have been or are used.

3. Nonimpairment of Merger Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Merger Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Merger Agreement including, without limitation, the representations and warranties thereof.

4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various jurisdictions affected to record Assignee as the owner of the Marks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Marks.

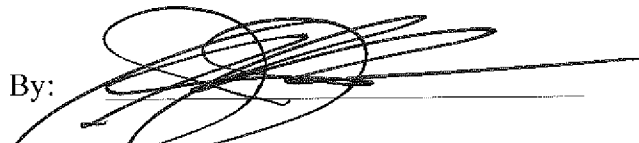
5. Further Assurances. Upon the request of the Assignee, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as the Assignee may reasonably request to effectuate fully the assignment contained in Section 2.

6. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the State of California without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than California.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.


MINDBLOOM, INC.

By: 
Name: James J. Sullivan

Title: Treasurer

Date: May 27, 2014

WELLTOK, INC.

By: 
Name: James J. Sullivan

Title: Senior Vice President

Date: May 27, 2014

SCHEDULE A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Serial No. Registration No.	Status
MOMENTUM	85-973464	Allowed
Miscellaneous Design	SN:86-000714	Published
		
ARE YOU READY TO BLOOM?	SN:77-573100 RN:3,778,968	Registered April 20, 2010
BLOOM (stylized)	SN:85-386762 RN:4,219,140	Registered October 2, 2012
GROW THE LIFE YOU WANT.	SN:77-881160 RN:3,824,347	Registered July 27, 2010
JUICE	SN:85-973451 RN:4,478,107	Registered February 4, 2014
LIFE GAME	SN:85-410054 RN:4,128,792	Registered April 17, 2012
LIFE GAMES	SN:77-980170 RN:3,865,911	Registered October 19, 2010
MINDBLOOM	SN:77-881147 RN:3,824,346	Registered July 27, 2010

Trademark	Serial No. Registration No.	Status
P! and Design	SN:86-000075 RN:4,484,640	Registered February 18, 2014
PROOF	SN:85-973472 RN:4,478,110	Registered February 4, 2014
PROOF & Design	SN:86-000084 RN:4,484,641	Registered February 18, 2014
Miscellaneous Design	SN:86-000689 RN:4,478,198	Registered February 4, 2014

