

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polycomp Trust Company, Custodian		03/28/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jeffrey Schwartz		
<b>Street Address:</b>	22 Hetfield Place		
<b>City:</b>	Moraga		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94556		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85533549	QUNANO	
<b>Serial Number:</b>	85743092	QUNEXUS	
<b>Serial Number:</b>	85911488	QUMIX	
<b>Registration Number:</b>	3710382	BATT-O-METER	
<b>Registration Number:</b>	3768369	STRINGPORT	
<b>Registration Number:</b>	3945427	SOFTSTEP	
<b>Registration Number:</b>	4251542	QUNEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(925) 392-8663		
<b>Email:</b>	smorgan.legal@gmail.com		
<b>Correspondent Name:</b>	Susan A. Morgan		
<b>Address Line 1:</b>	3775 Main Street, Suite D		
<b>Address Line 4:</b>	Oakley, CALIFORNIA 94561		
<b>ATTORNEY DOCKET NUMBER:</b>	KESUMO.2013NW.TRANSFER.TM		
<b>NAME OF SUBMITTER:</b>	Susan A. Morgan		
<b>SIGNATURE:</b>	/Susan A. Morgan/		

OP \$190.00 85533549

<b>DATE SIGNED:</b>	05/30/2014
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**Total Attachments: 5**

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## KESUMO, LLC

### NOTE AND WARRANT TRANSFER AGREEMENT

This Note and Warrant Transfer Agreement (this "**Agreement**") is made and entered into as of March 28, 2014 (the "**Effective Date**") by and between Polycomp Trust Company, Custodian, FBO Jeffrey Schwartz IRA, ("**Transferor**"), Jeffrey Schwartz, an individual residing at 22 Hetfield Place, Moraga CA 94556 ("**Transferee**"), and Kesumo, LLC, a California limited liability company ("**Kesumo**").

A. Transferor is a member of Kesumo, and is the Holder of that certain (i) Secured Convertible Promissory Note, numbered CP-9 (the "**Note**"), and (ii) Warrant numbered W-9 (the "**Warrant**"), each dated November 22, 2013 (the "**NW Date**") and each issued pursuant to that certain Note and Warrant Purchase Agreement, dated as of the NW Date, by and among Kesumo, Transferor and such other parties as are listed therein (the "**Purchase Agreement**").

B. Transferee is not a member of Kesumo.

C. Transferor wishes to transfer each of the Note and Warrant (the "**Transferred Interest**") to Transferee, and Transferee wishes to accept the transfer of the Note and Warrant, and all obligations in and to the Transferred Interest.

D. The Note is secured by certain collateral of Kesumo (the "**Collateral**"), as set forth in those certain (i) Security Agreement, dated as of the NW Date (the "**Security Agreement**") and (ii) Intellectual Property Security Agreement, dated as of the NW Date (the "**IP Security Agreement**"). Pursuant to the Security Agreement and IP Security Agreement, respectively, Kesumo has filed a (1) UCC-1 Financing Statement with the California Secretary of State (the "**UCC Filing**") and a (2) Secured Interest Assignment with each of the U.S. Patent Office and U.S. Trademark Office (the "**PTO Filings**").

E. Contingent upon the conversion of the Note to units of Kesumo (pursuant to its terms) and/or the exercise of the Warrant for Series A Units of Kesumo (pursuant to its terms), Transferee wishes to be admitted as a member of Kesumo.

F. The transaction contemplated herein is to be consummated pursuant to the terms of (i) the Kesumo Operating Agreement, dated April 8, 2013 (the "**Operating Agreement**") and (ii) the Purchase Agreement, including each of the Note and the Warrant. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Operating Agreement and/or the Purchase Agreement.

NOW, THEREFORE, in exchange for the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. **Transfer of Transferred Interest.** On the Effective Date and subject to the terms and conditions of this Agreement, Transferor hereby assigns, conveys and transfers to Transferee, and Transferee hereby accepts and assumes all of Transferor's rights, title, interest

and obligations in and to the Transferred Interest, for no additional consideration (the "Transfer"). The Transfer is absolute and irrevocable and includes all rights in and claims to any undistributed cash or distributions of any kind and all other rights, benefits or obligations of any nature allocable to the Transferred Interest under the Purchase Agreement, the Note and the Warrant (collectively, the "Acquisition Agreements").

2. **Deliveries by Transferor and Transferee.**

2.1. **Deliveries by Transferor.** Transferor hereby delivers the original Note and the Warrant to Kesumo, and authorizes Kesumo to cancel each such Note and Warrant and replace each with a like instrument evidencing Transferee as the Holder of each such instrument.

2.2. **Deliveries by Transferee.** Transferee hereby delivers to Kesumo an executed copy of this agreement.

3. **Representations, Warranties and Covenants of Transferor.** Transferor hereby represents, warrants and covenants to Transferee that:

3.1. **Legal Authority.** The Transferred Interest transferred under this Agreement to Transferee is free and clear of all liens, claims, encumbrances and other restrictions of any kind, and Transferor has full right and legal authority to transfer the Transferred Interest to Transferee

3.2. **Secured Interest Release.** Transferor hereby:

(i) releases, discharges and terminates all right, title and interest it has in, to or under the Security Agreement and/or the IP Security Agreement to any Security Interests, including but not limited to the Collateral (as defined in the Security Agreement and the IP Security Agreement);

(ii) acknowledges that, upon the Effective Date, any such right, title and interest of it ceases and becomes void, and that it is then no longer a "Secured Party" with respect to each of the Security Agreement and the IP Security Agreement.

(iii) acknowledges and agrees that Kesumo may rely on this Agreement, and pursuant to this Agreement, is authorized to file a UCC Financing Statement Amendment to remove it as a Releasing Party thereto, as applicable, with appropriate government authorities, and to record a copy of this Agreement in the U.S. Patent and Trademark Office and elsewhere as may be necessary and desirable to give full effect hereto.

4. **Representations, Warranties and Covenants of Transferee.** Transferee hereby represents, warrants and covenants to Transferor that:

4.1. Transferee agrees to be bound by the terms and conditions of each of the Acquisition Agreements in the same manner as Transferor is bound with respect to the Transferred Interests, and the rights and obligations of Transferor pursuant to such Acquisition Agreements with respect to the Transferred Interest are hereby transferred to Transferee concurrent with the transfer of the Transferred Interests.

4.2. Transferee hereby adopts, makes and warrants each of the representations and warranties made by the "Investors" under Section 4 of the Purchase Agreement.

4.3. Transferee hereby adopts, acknowledges and accepts each of the restrictions set forth in Section 4 of the Warrant.

4.4. Transferee hereby agrees to be bound by the terms and conditions of each of the Security Agreement and IP Security Agreement in the same manner as Transferor was bound with respect to the Transferred Interests, and the rights and obligations of Transferor pursuant to such Security Agreement and IP Security Agreement with respect to the Transferred Interest are hereby transferred to Transferee concurrent with the transfer of the Transferred Interests.

5. **Covenants.**

5.1. **Security Interests Filings.** Promptly following receipt by Kesumo of the fully-executed copy of this Agreement, Kesumo shall file (i) a UCC-3 Amendment with the California Secretary of State, removing the Transferor as a Secured Party and adding the Transferee as a Secured Party, and (ii) a Secured Interest Release and Assignment with each of the U.S. Patent Office and U.S. Trademark Office, removing the Transferor as a Secured Party, and adding the Transferee as a Secured Party.

5.2. **Transferee Membership.** Subject to the terms of this Agreement, and upon the earlier of (i) the conversion of the Note into units of Kesumo pursuant to the terms of the Note (the "Conversion"), or (ii) the exercise of the Warrant for units of Series A Units of Kesumo pursuant to the terms of the Warrant (the "Exercise"), and contingent upon the execution of the Operating Agreement by Transferee (at such time of the Conversion and/or the Exercise), the Transferee shall be admitted as a Member of Kesumo.

6. **General Provisions.**

6.1. **Execution of Documents.** Transferor and Transferee each agrees to perform any further acts and execute and deliver any further documents and forms reasonably required or requested by the other, by Kesumo, or by counsel for either of them or Kesumo that may be necessary to reflect the Transfer of all rights, title, and interest in and to Transferor's Transferred Interest, and to cooperate with each other for the fulfillment of the terms of this Assignment.

6.2. **Severability and Survival.** Each provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall, to the greatest extent possible, not affect the legality or validity of the remainder of this Agreement. All of the terms, representations, warranties, and other provisions of this Agreement shall survive and remain in effect after the date hereof.

6.3. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the transferees, successors, assigns, heirs, beneficiaries, executors, administrators, members, partners, shareholders, agents, employees, and representatives of each party hereto.

6.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

6.5. **Entire Agreement.** This Agreement and the documents referred to herein, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

6.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned parties has duly executed this Percentage Interest Transfer Agreement, effective as of the day and year first written above.

TRANSFEROR:

TRANSFeree:

POLYCOMP TRUST COMPANY, CUSTODIAN  
FBO JEFFREY SCHWARTZ IRA

JEFFREY SCHWARTZ

By: *Edith Erivn*  
Edith Erivn,  
Polycomp Trust Company Custodian  
FBO Jeffrey Schwartz IRA

By: *Jeffrey Schwartz*  
Jeffrey Schwartz  
"READ AND APPROVED"

Address: Polycomp Trust Company  
c/o Polycomp Admin. Services, Inc.  
3000 Lava Ridge Court, Suite 130  
Roseville, CA 95661

Address: 22 Hetfield Place  
Moraga, CA 94556

Fax: \_\_\_\_\_

Fax: (925) 376-3793

Phone: 916-773-3480 (phone)

Phone: (510) 693-6649

KESUMO:

KESUMO, LLC, a California limited liability company

By: *Keith A. McMillen*  
Keith A. McMillen, Manager

Address: 970 Miller Avenue  
Berkeley, CA 94708

Fax: 877 812 0408

Phone: 510.502.5310