

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Bite Tech, Inc.		07/06/2012	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BTFM Holding, Inc.		
<b>Street Address:</b>	5 Edgewood Ave, 3rd Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85490634	IMPACT INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067577014		
<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>	2067578014		
<b>Email:</b>	mmoersfelder@dwt.com, ronrutherford@dwt.com		
<b>Correspondent Name:</b>	Matthew E. Moersfelder		
<b>Address Line 1:</b>	1201 Third Ave, Suite 2200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98109		
<b>ATTORNEY DOCKET NUMBER:</b>	100503-2		
<b>NAME OF SUBMITTER:</b>	Matthew E. Moersfelder		
<b>SIGNATURE:</b>	/MEM/		
<b>DATE SIGNED:</b>	07/09/2014		
<b>Total Attachments: 20</b>			
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CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 6, 2012, by and between Bite Tech, Inc., a Minnesota corporation (the "Seller") and BTFM Holding, Inc., a Delaware corporation (the "Buyer").

ARTICLE I

CONTRIBUTION OF ASSETS; CLOSING

1.1 Contribution of Assets; Assumption of Liabilities.

(a) Contributed Assets. The Seller hereby contributes, sells, conveys, assigns, transfers and delivers to the Buyer, and the Buyer hereby accepts and purchases, free and clear of any security interest, lien, charge, encumbrance, claim, condition or restriction of any kind ("Encumbrances"), all right, title and interest in and to all of the Seller's properties, assets and rights of every kind, nature and description whatsoever whether tangible or intangible, real, personal or mixed, fixed or contingent, choate or inchoate, known or unknown, wherever located, to the extent related to acquiring, communicating, measuring, storing, assessing, reporting or analyzing impact, physiological statistics, biometric data and/or vital signs (the "Technology Business") including, without limitation, Seller's "Impact Intelligence System" and all components thereof (including all rights to the Impact Sensing Mouthguard and all other hardware, software and data related thereto including field kits, base stations, assessment tools, mobile applications and charging stations) (collectively, the "Contributed Assets").

[Redacted text]

Without limiting the generality of the foregoing, the Contributed Assets shall include all of the following assets and rights of Seller:

[Redacted list item]

[Redacted list item]

[Redacted list item]

(iv) the Business IP (as defined below) set forth on Schedule 1.1(a)(iv) and all know-how, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications and similar Intellectual Property to the extent related to the Technology Business;

[Redacted text]

[REDACTED]

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2.7 Intellectual Property.

[Redacted]

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● [REDACTED]

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● [REDACTED]

● [REDACTED]

● [REDACTED]



[REDACTED]

[REDACTED]

(1) **“Business IP”** means all Intellectual Property and Intellectual Property Rights owned by, or licensed to, the Seller (1) to the extent related to the Technology Business or (2) to the extent used in the Products (which includes, without limitation, the Contributed Assets described in Section 1.1(a)(iv), the Joint Inventions, the rights obtained by Buyer under the CustmBite License Agreement and the rights that may be obtained by Buyer under the X2 Sublicense Agreement upon the execution thereof by the Seller in accordance with the terms of this Agreement). **“Intellectual Property”** means and includes all algorithms, application programming interfaces, apparatus, clinical data, chemical compositions or structures, circuit designs and assemblies, gate arrays, IP cores, photomasks, semiconductor devices, test vectors, databases and data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, Software, software code (in any form including source code and executable or object code), subroutines, user interfaces, techniques, copyrightable works, URLs, web sites, works of authorship, and other forms of technology (including instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries). **“Intellectual Property Rights”** means and includes all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trademark and trade name rights and similar rights;



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[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**SELLER:**

**BITE TECH, INC.**

By: 

Name: Lawrence Coleano  
Title: Chairman and CEO

Address: 5 Edgewood Ave. 3rd Floor  
Greenwich, CT 06830

**BUYER:**

**BTFM HOLDING, INC.**

By: 

Name: Lawrence Coleano  
Title: CEO

Address: 5 Edgewood Ave. 3rd Floor  
Greenwich, CT 06830

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]

**Contribution Agreement**

**Schedule 1.1(a)(iv): Registered IP Included in Contributed Assets**

Trademarks:

<b>Serial No.</b>	<b>Reg. Date</b>	<b>Country</b>	<b>Name</b>	<b>Status</b>
85582227		US	BTX2	Pending
85490634		US, China, Canada, EU, Japan	Impact Intelligence	Pending