

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANZANITA SYSTEMS, INC.		08/14/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FUJI ACQUISITION, LLC		
Street Address:	5220 Las Virgenes Road		
Internal Address:	Attn: President		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3959200	MANZANITA CROSSCHECK	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	20DJ-201737		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	08/14/2014		
Total Attachments: 5			
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TRADEMARK			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of the 14th day of August, 2014 by and between Manzanita Systems, Inc., a California corporation ("Assignor"), and Fuji Acquisition, LLC, a California limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement entered into by and between Assignor and Assignee, dated August 14, 2014 (the "Asset Purchase Agreement"), Assignor desires to assign to Assignee, by recordable instrument, all of its right, title and interest in and to the trademarks and/or service marks and/or applications therefor owned by Assignor relating to the Purchased Business (as defined in the Asset Purchase Agreement), including without limitation the marks identified in Exhibit A hereto and in the foreign trademarks and/or service marks identified in Exhibit B hereto (collectively, the "Marks"), together with the goodwill of the business pertaining thereto.

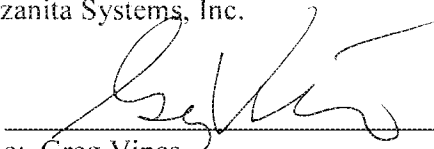
NOW THEREFORE, in consideration for entering into the Asset Purchase Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, quitclaims, transfers and conveys to the Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Assignor and its successors and assigns shall execute and deliver to Assignee any necessary further documents or instruments and shall take any actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Agreement on the date first written above.

ASSIGNOR

Manzanita Systems, Inc.

By: 
Name: Greg Vines
Title: President

ASSIGNEE

Fuji Acquisition, LLC

By: _____
Name: Jon Kirchner
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Agreement on the date first written above.

ASSIGNOR

Manzanita Systems, Inc.

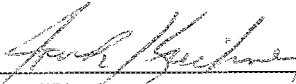
By: _____

Name: Greg Vines

Title: President

ASSIGNEE

Fuji Acquisition, LLC

By:  _____

Name: Jon Kirchner

Title: President and Chief Executive Officer

EXHIBIT A

U.S. TRADEMARKS

U.S. Trademark Registrations

Case	Mark	Filing Date	Issue Date	Serial No.	Registration No.
	MANZANITA CROSSCHECK	February 25, 2010	May 10, 2011	77945089	3959200

U.S. Trademark Applications

Case	Mark	Filing Date	Issue Date	Serial No.	Registration No.

EXHIBIT B

FOREIGN TRADEMARKS

Foreign Trademark Registrations

Case	Mark	Country	Registration No.