

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324228

<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>
5ME, LLC		11/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5ME IP, LLC		
<b>Street Address:</b>	4270 Ivy Pointe Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	48312		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85908953	5ME	
<b>Serial Number:</b>	86442596	5ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486894071		
<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>	2486893500		
<b>Email:</b>	sjones@reising.com		
<b>Correspondent Name:</b>	Brian L. Ribando		
<b>Address Line 1:</b>	755 West Big Beaver		
<b>Address Line 4:</b>	Troy, MICHIGAN 48084		
<b>ATTORNEY DOCKET NUMBER:</b>	8252.3035.008/.002		
<b>NAME OF SUBMITTER:</b>	Brian L. Ribando		
<b>SIGNATURE:</b>	/ Brian L. Ribando /		
<b>DATE SIGNED:</b>	11/24/2014		
<b>Total Attachments: 3</b>			
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source=TrademarkAssignmentAgreement_Signed_11_7_14#page2.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 4, 2014, is made by and between 5ME, LLC, a Delaware limited liability company (the "**Assignor**"), and 5ME IP, LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Trademark License Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to:

(a) the following United States trademark applications, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions and renewals thereof:

Mark	Serial No.	Filing Date	Class	Reg. No.	Reg. Date
5ME	85/908953	19-Apr-2013	007, 009		
5ME and Design	86/442596	3-Nov-2014	007, 009		

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Patents and Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or to Assignee's designee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Delaware).

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6. IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

5ME, LLC (Assignor)

By: William A. Horwarth  
Name: WILLIAM A. HORWARTH  
Title: PRESIDENT

NOTARIZATION:

State of Ohio County of Hamilton

On this 7<sup>th</sup> day of Nov, 2014 before me a Notary Public in and for said County, personally appeared William A. Horwarth, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

Tina M Groendyke

State of Ohio -County of Hamilton

Notary Public

TINA M. GROENDYKE

[NOTARY SEAL]

My comm. expires:

Notary Public, State of Ohio

My Commission Expires 05-03-2017

AGREED AND ACCEPTED TO:

5ME IP, LLC (Assignee)

By: William A. Horwarth  
Name: WILLIAM A. HORWARTH  
Title: PRESIDENT

NOTARIZATION:

State of Ohio County of Hamilton

On this 7<sup>th</sup> day of Nov, 2014 before me a Notary Public in and for said County, personally appeared William A. Horwarth, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

Tina M Groendyke

State of Ohio -County of Hamilton

Notary Public

TINA M. GROENDYKE

[NOTARY SEAL]

My comm. expires:

Notary Public, State of Ohio

My Commission Expires 05-03-2017