

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	03/21/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PENBLADE, LLC		03/21/2014	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENBLADE, INC		
<b>Street Address:</b>	2500 South State Street		
<b>Internal Address:</b>	Suite D224		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84115		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4638187	PENBLADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013281707		
<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>Email:</b>	mshupe@wnlaw.com		
<b>Correspondent Name:</b>	WORKMAN NYDEGGER		
<b>Address Line 1:</b>	60 East South Temple		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	18884.7		
<b>NAME OF SUBMITTER:</b>	Andrew S. Hansen		
<b>SIGNATURE:</b>	/Andrew S. Hansen, Reg.# 56370/		
<b>DATE SIGNED:</b>	12/10/2014		
<b>Total Attachments: 4</b>			
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WHEN RECORDED RETURN TO:

Workman Nydegger  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

TRADEMARK APPLICATION  
Docket No.: 18884

**ASSIGNMENT**

WHEREAS, PENBLADE, LLC, with a principle place of business at 2500 South State Street, Suite D224, Salt Lake City, Utah 84115 (“Assignor”), is the owner of the entire right, title and interest in and to following trademark applications and registrations:

The issued United States trademark registrations, pending United States trademark applications, listed in the attached Schedule A (the “U.S. Trademark Registrations and Applications”);

The foreign trademark registrations and pending foreign trademark applications listed in the attached Schedule B (the “Foreign Trademark Registrations and Applications”); and

All registrations and applications being hereinafter collectively referred to as the “Trademarks.”

Assignee, PENBLADE, INC, a corporation of the State of Delaware, having a principal place of business at 2500 South State Street, Suite D224, Salt Lake City, Utah 84115, desires to secure all right, title and interest in and to the Trademarks, the goodwill of the business symbolized by and associated with the Trademarks, the registrations and the right to sue for past infringement.

WHEREAS, Assignor, PENBLADE, LLC the owner of the above-identified trademark registrations and applications, executed an Assignment on March 21, 2014, which mistakenly identified the assignee as PENBLADE, INC, a corporation of the State of Utah, rather than, PENBLADE, INC, a corporation of the State of *Delaware*, said Assignment being recorded in the United States Patent and Trademark Office at Reel 5255 on Frame 0785, and in order to

correct said Assignment, Assignors execute this Assignment Nunc Pro Tunc as of the effective date set forth herein.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which Assignor hereby acknowledges, ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE:

The entire right, title and interest in and to the Trademarks, the goodwill of the business symbolized by and associated with the Trademarks, the registrations, the pending applications and the right to sue for past infringement.

Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Assignee may request of it to make this Assignment fully effective.

This assignment and agreement shall be effective as of March 21, 2014.

Assignor: PENBLADE, LLC

Andrew Hansen

By: Andrew Hansen

Title: Managing Partner

Assignee: PENBLADE, INC

Andrew Hansen

By: Andrew Hansen

Title: Corporate Counsel

**Schedule A**

**PENDING U.S. TRADEMARK APPLICATION**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
PENBLADE	86/044,683	August 22, 2013

**Schedule B**

**PENDING FOREIGN TRADEMARK APPLICATION**

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
PENBLADE	International	86/044,683	February 20, 2014