

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334945

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Topsy Labs, Inc. | | 01/27/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Apple Inc. | | |
| Street Address: | 1 Infinite Loop | | |
| Internal Address: | MS 169-3IPL | | |
| City: | Cupertino | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95014 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4129037 | TOPSY | |
| Serial Number: | 85377352 | TOPSY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4082530186 | | |
| <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: | 408-783-6811 | | |
| Email: | trademarkdocket@apple.com | | |
| Correspondent Name: | Kimberly Eckhart | | |
| Address Line 1: | 1 Infinite Loop | | |
| Address Line 2: | MS 169-3IPL | | |
| Address Line 4: | Cupertino, CALIFORNIA 95014 | | |
| NAME OF SUBMITTER: | Kimberly Eckhart | | |
| SIGNATURE: | /Kimberly Eckhart/ | | |
| DATE SIGNED: | 03/12/2015 | | |
| Total Attachments: 5 | | | |
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| source=Topsy Labs Assignment - US#page2.tif | | | |
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TRADEMARK ASSIGNMENT

This Assignment is made and entered into by and between **Topsy Labs, Inc.**, a corporation duly authorized under the laws of the State of Delaware, and having a principal place of business at 140 Second Street, 6th Floor, San Francisco, California 94107 USA (hereinafter the "Assignor") and **Apple Inc.**, a corporation duly organized under and pursuant to the laws of the State of California, and having a principal place of business at 1 Infinite Loop, Cupertino, California 95014-2084 USA (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations listed in Schedule A hereto; and

WHEREAS, Assignee wishes to acquire and Assignor is willing to assign, convey and transfer to Assignee, all right, title and interest in and to each trademark, trademark application, and trademark registration listed in Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Assignor and Assignee, said Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registration thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

IN TESTIMONY WHEREOF, 27 day of January 2015.

Topsy Labs, Inc.

By:  _____

Name: Gene D. Levoff

Title: President

State of _____)

County of _____)

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of Topsy Labs, Inc., a Delaware corporation, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ___ day of _____ 2015

Notary Public

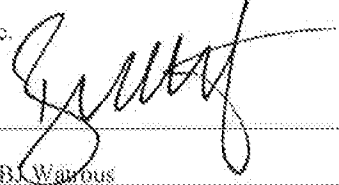
Printed: _____

My Commission Expires: _____

State of _____)

County of _____)

Apple Inc.

By: 

Name: B. W. Wainous

Title: Assistant Secretary

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of Apple Inc., a California corporation, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ___ day of _____ 2015

Notary Public
Printed: _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

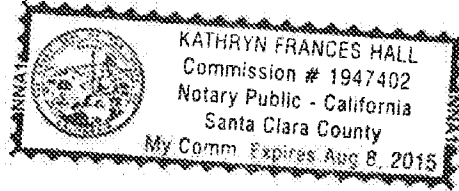
On January 20, 2015 before me, Kathryn Frances Hall, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared BS Luchmans
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

SCHEDULE "A" TO TRADEMARK ASSIGNMENT

| Mark | Country | Application Number | Registration Number |
|-------|---------------|--------------------|---------------------|
| TOPSY | United States | 77654026 | 4129037 |
| TOPSY | United States | 85377352 | N/A |