

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340446

<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>
RELATEDMATTERS, INC.		02/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mark W. Vickers		
<b>Street Address:</b>	248 Canyon Way		
<b>City:</b>	Arroyo Grande		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93420		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	William Donald Vickers		
<b>Street Address:</b>	1973 Barcelona Drive		
<b>City:</b>	Pismo Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93449		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86268721	TWORELATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8054393007		
<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>	8054393006		
<b>Email:</b>	mbabu@babulawfirm.com		
<b>Correspondent Name:</b>	Melissa McGann Babu, Esq., Babu Law Firm		
<b>Address Line 1:</b>	1037 Mill Street		
<b>Address Line 4:</b>	San Luis Obispo, CALIFORNIA 93401		
<b>ATTORNEY DOCKET NUMBER:</b>	VICKERS01		
<b>NAME OF SUBMITTER:</b>	Ted Malley, CEO of RELATEDMATTERS, INC.		
<b>SIGNATURE:</b>	/Ted Malley/		

OP \$40.00 86268721

<b>DATE SIGNED:</b>	05/06/2015
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**Total Attachments: 6**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

RELATEDMATTERS. INC.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 02/27/2015

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Mark W. Vickers

Street Address: 248 Canyon Way

City: Arroyo Grande

State: CA

Country: USA Zip: 93420

- Individual(s) Citizenship USA  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_  
  
86268721 TWORELATE (word)

B. Trademark Registration No.(s) \_\_\_\_\_  
N/A  
Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The word "TWORELATE". Filing Date: 05/01/2014

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melissa McGann Babu, Esq., Babu Law Firm, APC

Internal Address: \_\_\_\_\_

Street Address: 1037 Mill Street

City: San Luis Obispo

State: CA Zip: 93401

Phone Number: (805) 439-3006

Docket Number: VICKERS01

Email Address: mbabu@BabuLawFirm.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

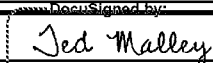
- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



May 5, 2015

Signature  
Ted Malley, CEO of RELATEDMATTERS, INC.

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**2. Name receiving parties: (continuation)**

Name: William Donald Vickers

Street Address: 1973 Barcelona Drive

City: Pismo Beach

State: CA

Country: USA

Zip: 93449

Individual

Citizenship: United States

## ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("**Agreement**") is made as of February 27, 2015 ("**Effective Date**") between Don Vickers and Mark Vickers. ("**Assignee**"), and RelatedMatters, Inc. ("**Assignor**"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

### 1. Definitions

1.1 "**Assigned Property**" means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, literary works, and sound recordings ("**Works of Authorship**"); inventions and discoveries, including without limitation business methods, improvements, methods, and processes and new uses for any of the preceding items ("**Inventions**"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, formulas, know-how, methods, processes, programs, systems, and techniques ("**Confidential Information**").

1.3 "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in databases and rights granted under the Copyright Act ("**Copyrights**"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("**Trade Secret Rights**"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); rights of attribution and integrity and

other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

**2. Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

**3. Consideration.** In consideration for assignments made by Assignor under this Agreement, Assignee will release Assignor from the Promissory Note from Exhibit 2.5.1(a) of the AGREEMENT AND PLAN OF REORGANIZATION AND MERGER dated February 27, 2014.

**4. Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property. legal force and effect as if executed by Assignor.

#### **5. Miscellaneous**

**5.1 Binding on Successors.** This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, and assigns. Assignee may assign this Agreement in its discretion.

**5.2 Governing Law and Jurisdiction.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Delaware.

**5.3 Severability.** If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

**5.4 Entire Agreement.** This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

[Assignor]

By: Ted Malley

Name: TED MALLEY

Title: CO-FOUNDER, CEO

[Assignee]

By: Mark Vickers

Name: Mark Vickers

Title: CO-FOUNDER

[Assignee]

By: William D. Vickers

Name: William D. Vickers

Title: CO-FOUNDER

**EXHIBIT A**  
**PROPERTY**

Definition of TwoRelate™

Artifacts being transferred

1. TwoRelate.com domain name
  - a. Can not reference Worktraits
2. PrecisionInsights.com domain name
  - a. Can not reference Worktraits
3. TwoRelate science algorithms and source code
4. Content on TwoRelate web site.
5. TwoRelate database structure
6. TwoRelate name and any marks associated or registered by RelatedMatters, Inc. for TwoRelate

Rights of use

1. Can only be used in a consumer-based model. TwoRelate can be sold to individuals, but not businesses or other corporate entities.
2. Applicable users and customers
  - a. Families
  - b. Church groups
  - c. Individuals
3. TwoRelate may not be used as the basis to create a competitive product to TeamRelate™ or Worktraits
4. The current TwoRelate assessment survey must be changed so the text of the questions are not identical to the assessments of the Worktraits or TeamRelate™ products.
5. No reference to Worktraits, TeamRelate™, RelatedMatters™ or Ceridian may be used in any product, published site, literature or other company related marketing, sales or operational materials.