

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrive Intelligence, LLC		11/27/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Universal Thrive Technologies, LLC		
Street Address:	1551 N. Tustin Ave., Suite 650		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85907966	THRIVE INTELLIGENCE	
Serial Number:	85907982	THRIVE INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
	<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:	(858)720-8900		
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	David E. Heisey		
Address Line 1:	Sheppard Mullin Richter & Hampton LLP		
Address Line 2:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	15EG-210015		
NAME OF SUBMITTER:	David E. Heisey		
SIGNATURE:	/David E. Heisey/		
DATE SIGNED:	05/11/2015		
Total Attachments: 1	source=ThriveIntelligence_Assignment#page1.tif		

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EXHIBIT F

ASSIGNMENT OF TRADEMARK

This assignment is made by and between Thrive Intelligence, LLC, a Texas limited liability company, having a principal place of business at 14860 Montfort Drive, Suite 145, Dallas, Texas 75254 (hereinafter "Assignor"), and Universal Thrive Technologies, LLC, a Delaware limited liability company, having a place of business at 1551 N. Tustin Ave., Suite 650, Santa Ana, California 92705 (hereinafter "Assignee").

WHEREAS, Assignor owns all rights, title and interest in and to the trademark and the United States Registration thereof identified below (the "Mark" or the "Registration"), along with the goodwill of the business appurtenant to said Mark:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
THRIVE INTELLIGENCE	85907966	April 18, 2013
THRIVE INTELLIGENCE	85907982	April 18, 2013


WHEREAS, Assignor has agreed to assign all right, title, and interest in the Mark and the Registration to Assignee, including the goodwill associated with the Mark and any and all claims, demands, and causes of action for infringement, of the Mark, past, present, and future, and all of the proceeds from the foregoing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, and any and all claims, demands, and causes of action for infringement, of the Mark, past, present, and future, and all of the proceeds from the foregoing. Assignor agrees never to challenge the validity or ownership of the Mark or Registration.

Signed at 10:00 AM effective this 27th day of November, 2013.

ASSIGNOR:

Thrive Intelligence, LLC

By: 
Name: Michael Allen
Title: managing member