

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiJiPOP, LLC		12/29/2011	LIMITED LIABILITY COMPANY: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	OwnerIQ, Inc.		
Street Address:	320 Congress street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3997578	SHELF SENSE	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Madeleine Rodriguez		
Address Line 1:	Foley Hoag, LLP, 155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	27296.00003		
NAME OF SUBMITTER:	Madeleine Rodriguez		
SIGNATURE:	/Madeleine Rodriguez/		
DATE SIGNED:	06/16/2015		
Total Attachments: 5			
source=Assignment Document#page1.tif			
source=Assignment Document#page2.tif			
source=Assignment Document#page3.tif			
source=Assignment Document#page4.tif			

OP \$40.00 3997578

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of December 29, 2011, by and between OwnerIQ, Inc., a corporation organized and existing under the laws of the State of Delaware ("OwnerIQ") and DiJiPOP, LLC, a limited liability company organized and existing under the laws of the State of Rhode Island (the "DiJiPOP"), pursuant to a Plan of Reorganization by and among DiJiPOP and OwnerIQ (the "Plan"). Capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to them in the Plan.

WHEREAS, pursuant to the provisions of the Plan, (i) DiJiPOP is concurrently herewith exchanging all of DiJiPOP's right, title and interest in and to the Acquired Assets for the OwnerIQ Shares and (ii) in connection therewith, OwnerIQ is assuming the Assumed Liabilities and no other liabilities of DiJiPOP whatsoever;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, all as more fully set forth in the Plan, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. As of the Closing, DiJiPOP hereby transfers, conveys and assigns to OwnerIQ all of DiJiPOP's right, title, benefit, privilege and interest in and to the Acquired Assets to the extent provided in the Plan in exchange for the OwnerIQ Shares.
2. As of the Closing, OwnerIQ hereby assumes the Assumed Liabilities but only as and to the extent provided in the Plan. OwnerIQ does not assume any other liabilities of DiJiPOP, all of which shall remain the sole responsibility of DiJiPOP.
3. OwnerIQ and DiJiPOP agree that this Assignment and Assumption Agreement is subject to the terms and conditions of the Plan, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Assignment and Assumption Agreement shall not be deemed to limit, enlarge or extinguish any obligation of OwnerIQ or DiJiPOP under the Plan, all of which obligations shall survive the delivery of this Assignment and Assumption Agreement in accordance with the terms of the Plan.
4. This Assignment and Assumption Agreement shall be of no force or effect unless signed, in original or in counterpart copies, including by telefax or pdf, by DiJiPOP and OwnerIQ.
5. Each of OwnerIQ and the DiJiPOP agree, at their own expense, to do, execute and deliver, or will cause to be done, executed and delivered, all such further acts and agreements that (i) OwnerIQ may reasonably request in order to more fully effectuate the sale, conveyance, transfer, assignment and delivery of the Acquired Assets by DiJiPOP or (ii) DiJiPOP may reasonably request in order to more fully effectuate the assumption by OwnerIQ of the Assumed Liabilities.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by the duly authorized officers or managers of DJIPOP and OwnerIQ as of the date and year first written above.

DJIPOP, LLC

By: 

Name: Ji Kim

Title: Manager

OWNERIQ, INC.

By: _____

Name: Jay Habegger

Title: President

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by the duly authorized officers or managers of DIJiPOP and OwnerIQ as of the date and year first written above.

DIJiPOP, LLC

By: _____

Name: Ji Kim

Title: Manager

OWNERIQ, INC.

By:  _____

Name: Jay Habegger

Title: President

Acquired Assets

1.1. All intangible property rights related to the Business, including patents (including any recovery from patent claims against a third party), patent applications, specifications, processes, know-how, blueprints, drawings, designs, patterns, copyrights, copyright applications, formulae, inventions, technology, trade secrets, proprietary information and other information and documents;

1.2. All licenses or other contracts used in the Business whereby DiJiPOP has acquired from another any right to use or other rights or interest in any software, technology, or other tangible or intangible assets (the “**Inbound License Agreements**”);

1.3. All accounts receivable and prepaid expenses;

1.4. All tangible inventory;

1.5. All machinery and equipment and other tangible assets not included in inventory;

1.6. All rights of DiJiPOP, whether now existing or hereafter arising, against manufacturers, vendors or subcontractors with respect to any of the tangible assets transferred hereunder, including, without limitation, all product warranties thereon;

1.7. All rights of DiJiPOP to the name “DiJiPOP” and related logos, and all other trademarks, trade names, domain names, service marks, trademark registrations and trademark applications;

1.8. Copies of all price lists, customer, user and vendor lists, historical sales data and other accounting and business records, files and data, including information regarding alpha or beta trials and customer or user feedback; and

1.9. All rights of DiJiPOP under contracts related to the Business that OwnerIQ agrees to accept, as listed on Schedule A, including development agreements, manufacturing agreements, distribution agreements, customer contracts, leases, purchase orders, proposals, work orders, authorizations and other agreements (the “**Assigned Contracts**”).

Schedule A

[REDACTED]