# CH \$90.00 3058

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM345646

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PureShare Inc.		06/15/2015	CORPORATION: CANADA

#### **RECEIVING PARTY DATA**

Name:	TeamQuest Corporation	
Street Address:	One TeamQuest Way	
City:	Clear Lake	
State/Country:	IOWA	
Postal Code:	50428	
Entity Type:	CORPORATION: IOWA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3058856	ACTIVEMETRICS
Registration Number:	3157560	PURESHARE
Registration Number:	3320470	NOW YOU KNOW

### CORRESPONDENCE DATA

**Fax Number:** 3125693459

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.

**Phone:** 312-569-1459

**Email:** ipdocketchicago@dbr.com **Correspondent Name:** Drinker Biddle & Reath LLP

Address Line 1: 191 North Wacker Drive, Suite 3700 c/o Melissa S. Dillenbeck, Esq.

Address Line 4: Chicago, ILLINOIS 60606-1698

ATTORNEY DOCKET NUMBER:	462423
NAME OF SUBMITTER:	Melissa S. Dillenbeck
SIGNATURE:	/Melissa S. Dillenbeck/
DATE SIGNED:	06/24/2015

#### **Total Attachments: 4**

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#### UNITED STATES TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of June 15, 2015 and is made by and between PureShare Inc., a corporation organized under the laws of Canada ("Assignor") in favor of TeamQuest Corporation, a corporation organized under the laws of Iowa ("Assignee").

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement signed on May 15, 2015 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign and transfer certain intellectual property to Assignee, including the marks listed on <u>Schedule A</u> hereto (hereinafter, the "Marks") pursuant to this Assignment; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Marks, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, including any and all applications and registrations therefor, and including the goodwill of the business symbolized thereby; any and all rights to future royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks; and all claims or causes of action Assignor has or may have in connection with the Marks, including, without limitation, rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.

Assigner authorizes and requests the United States Patent and Trademark Office to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance and do all other lawful acts necessary to perfect the assignment of the Mark to Assignee and otherwise carry out the intent of this Assignment.

The assignment of the Marks pursuant to this Assignment shall be subject to the terms and conditions set out in the Purchase Agreement, including, but not limited to, any limitations or indemnities that may apply to the Marks, and nothing herein shall be construed as adding to the obligations of the Assignor or the Assignee under the Purchase Agreement.

This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument

[Signature Page Follows]

TRADEMARK REEL: 005559 FRAME: 0738 IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have executed and delivered this Agreement on the date first written above.

PURESHARE INC.
By: Ely
Name: Chris Dean
Title: Chief Executive Officer
TEAMQUEST CORPORATION
Ву:
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have executed and delivered this Agreement on the date first written above.

PURESHARE INC.
By:
Name: Chris Dean
Title: Chief Executive Officer
TEAMQUEST CORPORATION  Docusigned by:  By:
Name: Paul Hesser

Title: President & CEO

# **SCHEDULE A**

# LIST OF TRADEMARKS:

PureShare Inc. U.S. Federal Trademark Registrations

Mark	Reg. No.	Registration Date
ACTIVEMETRICS	3058856	February 14, 2006
PURESHARE	3157560	October 17, 2006
NOW YOU KNOW	3320470	October 23, 2007

**RECORDED: 06/24/2015** 

TRADEMARK REEL: 005559 FRAME: 0741