

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YottaMark, Inc.		06/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ShopWell Labs, Inc.		
Street Address:	677 Laurel Street		
Internal Address:	Suite 201		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3803971	SHOPWELL	
Registration Number:	4469948	SHOPWELL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5104513300		
Email:	dnewton@donahue.com		
Correspondent Name:	Dawn Newton		
Address Line 1:	1999 Harrison Street		
Address Line 2:	25th Floor		
Address Line 4:	Oakland, CALIFORNIA 94612		
NAME OF SUBMITTER:	Dawn Newton		
SIGNATURE:	/DawnNewton/		
DATE SIGNED:	08/25/2015		
Total Attachments: 3			
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TRADEMARK AND TRADENAME ASSIGNMENT

This Trademark and Tradename Assignment (the "Assignment") dated effective as of June 24, 2015 is by and among YottaMark, Inc. ("Assignor"), and ShopWell Labs, Inc. ("Assignee").

WITNESSETH:

WHEREAS, the assets of YottaMark, Inc. were acquired with the exception of certain assets including the SHOPWELL trademarks ("Marks"); and

WHEREAS, ShopWell Labs, Inc. is the entity which was formed to hold the assets excluded from the acquisition of YottaMark, Inc., and the parties now wish to formally assign the Marks from YottaMark, Inc. to ShopWell Labs, Inc.;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the trademarks and tradenames listed on Exhibit A attached hereto (collectively, the "Trademark"), together with the goodwill of the business symbolized by the Trademark, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademark.

3. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Trademark and to assist the Assignee in the registration, maintenance, perfection and enforcement of any of the Trademark.

4. This Assignment and each of its provisions shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

[Remainder of Page Intentionally Left Blank: Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

YOTTAMARK, INC.

By: Elliott Grant
Elliott Grant, Vice President

ASSIGNEE:

SHOPWELL LABS, INC.

By: Elliott Grant
Elliott Grant, CEO

Exhibit A

All right, title and interest in, to and under the following:

1. SHOPWELL, Class 009, USPTO Registration No. 4,469,948, Registered January 21, 2014, and all international extensions thereof under International Registration No. 1,187,497
2. SHOPWELL, Class 035, USPTO Registration No. 3,803,971, Registered June 15, 2010, and all international extensions thereof under International Registration No. 1,187,497

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