

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356812

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900338675		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OkDoThis, LLC		09/08/2015	LIMITED LIABILITY COMPANY: TENNESSEE
Aloomba, LLC		09/08/2015	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eye-Fi, Inc.		
<b>Street Address:</b>	967 Shoreline Blvd.		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4575300	OKDOTHIS	
<b>Registration Number:</b>	4575299	OKDOTHIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	51285388		
<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>	512-853-8800		
<b>Email:</b>	dkgpto@intprop.com		
<b>Correspondent Name:</b>	Dwayne K. Goetzel		
<b>Address Line 1:</b>	P.O. Box 398		
<b>Address Line 4:</b>	Austin, TEXAS 78767-0398		
<b>ATTORNEY DOCKET NUMBER:</b>	6386-02800, 02900		
<b>NAME OF SUBMITTER:</b>	Dwayne K. Goetzel		
<b>SIGNATURE:</b>	/Dwayne K. Goetzel/		
<b>DATE SIGNED:</b>	09/30/2015		
<b>Total Attachments: 7</b>			

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of September 8, 2015, by and among OKDOTHIS, LLC, a Tennessee limited liability company ("Assignor"), Eye-Fi, Inc. a California corporation ("Assignee"), and Aloomba, LLC, a Tennessee limited liability company, a member of Assignor ("Aloomba," together with Assignor and Assignee, the "Parties," and each a "Party").

WHEREAS, Assignor and Assignee are entering into that certain Asset Purchase Agreement dated the even date herewith (the "Purchase Agreement");

WHEREAS, Assignor is the sole owner of the trademarks set forth on **Exhibit A** (the "Marks") and the domain names set forth on **Exhibit B** (the "Domain Names");

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agrees to purchase and acquire from Assignor, all right, title and interest in and to the Purchased Assets, including but not limited to the Marks and the Domain Names, and Assignee desires to acquire the Marks and the Domain Names.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth in this Assignment and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Marks. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, without any reservation of rights, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, along with all income, royalties, damages and payments with respect thereto earned or accrued (including damages and payments for infringements thereof, and the right to sue and recover for infringements thereof).

2. Assignment of Domain Names. Assignor hereby irrevocably sells, grants, conveys, assigns, and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title, and interest in and to the Domain Names in the world.

3. Further Action. Aloomba and Assignor agree to promptly execute and deliver at the reasonable request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may reasonably request in order to vest all right, title, and interest in and to the Marks and Domain Names over to Assignee, and to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee.

4. Terms of Asset Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. Recordation and Registration. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations and/or applications for registration encompassed by the Marks and Domain Names to Assignee as assignee of Assignor's entire right, title and interest therein. Further, Assignor authorizes any Registrar of Domain Names to effect the transfer of ownership of the Domain Names or any part thereof from Assignor to Assignee.

6. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or when sent by registered or certified mail or by overnight courier service addressed as follows:

If to Assignee, to:

Eye-Fi, Inc.  
Address: 967 N Shoreline Blvd. Mountain View, CA 94043  
Attention: Matthew DiMaria, Chief Executive Officer  
Facsimile: (650) 625-0905

with a copy to:

Cooley LLP  
3175 Hanover Street  
Attention: Eric Jensen, Esq.  
Facsimile: (650) 849-7400

If to Assignor, to:

OKDOTHIS, LLC  
Address: 3 Cannery Row #103, Nashville, TN 37203  
Attention: Kurt Nelson, President  
Facsimile: (615) 498-5246

If to Aloompa, to:

Aloompa, LLC  
Address: 3 Cannery Row #103, Nashville, TN 37203  
Attention: Kurt Nelson, President  
Facsimile: (615) 498-5246

with a copy to:

Nelson Mullins Riley & Scarborough LLP  
One Nashville Place  
150 Fourth Avenue, North Suite 1100 Nashville, TN 37219  
Attention: Jason Epstein  
Facsimile: (615) 664-5364

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

7. Governing Law; Venue; and Waiver of Jury Trial. This Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any legal action or other Proceeding relating to this Assignment or the enforcement of any provision of this Assignment may be brought or otherwise commenced in any state or federal court located in the County of Wilmington, Delaware. Each of the Parties:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the County of Wilmington, Delaware (and each appellate court located in the State of Delaware), in connection with any such Proceeding;

(ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to it at the address set forth in Section 6 shall constitute effective service of such process, summons, notice or document for purposes of any such Proceeding;

(iii) agrees that each state and federal court located in the County of Wilmington, Delaware, shall be deemed to be a convenient forum; and

(iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such Proceeding commenced in any state or federal court located in the County of Wilmington, Delaware, any claim that it is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

(v) WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY PROCEEDING RELATING TO THIS ASSIGNMENT OR THE ENFORCEMENT OF ANY PROVISION OF THIS ASSIGNMENT.

8. Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereto shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party hereto of any one remedy shall not preclude the exercise of any other remedy and nothing in this Assignment shall be deemed a waiver by any party of any right to specific performance or injunctive relief. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

9. No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns and shall be binding upon the Parties, their respective successors, assigns, and other legal representatives.

10. Entire Agreement and Amendment. This Assignment, the Purchase Agreement, that certain by and between the Parties hereto dated the even date herewith, contain the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of each of the Parties.

11. Construction. Each of the Parties acknowledges that it has participated in the drafting of this Assignment, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Assignment.

12. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**ASSIGNEE:**

EYE-FI, INC, a California corporation

By: 

Name: MATT DEMASCIA

Title: CEO

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**ASSIGNOR:**

OKDOTHIS, LLC, a Tennessee limited liability company

By: \_\_\_\_\_ 

Name:

Title:

**ASSIGNOR'S MEMBER:**

Aloompa, LLC, a Tennessee limited liability company

By: \_\_\_\_\_ 

Name:

Title:

**EXHIBIT A  
MARKS**

OKDOTHIS name and logo trademark



**EXHIBIT B**  
**DOMAIN NAMES**

1) <http://www.okdothis.com/>

2) okdoth.is