

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gazelle, Inc.		10/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OMLP LLC		
Street Address:	1800 - 114th Avenue SE		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3715706	SECOND ROTATION	
Registration Number:	3900210	GAZELLE	
Registration Number:	3900214	GAZELLE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Winfield B. Martin, c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	21382-4002		
NAME OF SUBMITTER:	Winfield B. Martin		
SIGNATURE:	/Winfield B. Martin/		
DATE SIGNED:	12/14/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Gazelle, Inc., a corporation incorporated under the laws of Delaware, with its principal place of business at 300 A Street, Boston, Massachusetts 02210 ("*Assignor*"), and OMLP LLC, a limited liability company formed under the laws of Washington, with its principal place of business at 1800 - 114th Ave SE, Bellevue, Washington 98004 ("*Assignee*"), have entered into that certain Asset Purchase Agreement dated as of October 29, 2015 (the "*APA*"); and

WHEREAS, pursuant and subject to the APA, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the trademarks and trademark registrations listed in Schedule A attached hereto (the "*Trademarks*" and "*Registrations*," respectively), and all of Assignor's right, title and interest in and to the goodwill and common law rights associated therewith;

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

Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and Registrations—including without limitation Assignor's right to sue for and obtain remedies in connection with past, present and future infringement of any or all of the foregoing—together with all of Assignor's goodwill and common law rights connected with the use of and symbolized by the Trademarks (the "*Assignment*").

At Assignee's request, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

This Assignment is binding on and inures to the benefit of the Assignor and Assignee and their respective successors and assigns.

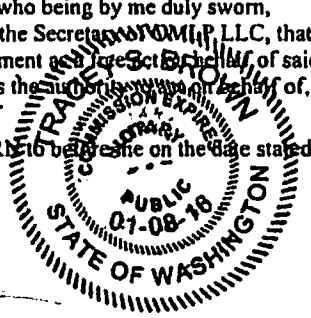
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of this 10th day of November, 2015.

<p>GAZELLE, INC.:</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>CHRISTOPHER SULLIVAN</u></p> <p>Title: <u>CEO</u></p> <p>STATE OF <u>Massachusetts</u>)</p> <p>COUNTY OF <u>Suffolk</u>) ss.</p> <p>On the <u>5th</u> day of <u>November</u>, 2015, before me personally appeared <u>Christopher Sullivan</u>, the person who signed the foregoing instrument for Gazelle, Inc., who being by me duly sworn, acknowledged that he/she is the <u>CEO</u> of Gazelle, Inc., that he/she has signed said instrument as a free act on behalf of said company, and that he/she has the authority to act on behalf of, and bind, said company.</p> <p>SUBSCRIBED AND SWORN to before me on the date stated above.</p> <p><u>[Signature]</u></p> <p>NOTARY PUBLIC in and for the State of <u>Massachusetts</u> residing at <u>Townsend, MA</u></p> <p>My Appointment Expires: <u>April 01, 2017</u></p>	<p>OMLP LLC:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>STATE OF _____)</p> <p>COUNTY OF _____) ss.</p> <p>On the _____ day of _____, 2015, before me personally appeared _____, the person who signed the foregoing instrument for OMLP LLC, who being by me duly sworn, acknowledged that he/she is the _____ of OMLP LLC, that he/she has signed said instrument as a free act on behalf of said company, and that he/she has the authority to act on behalf of, and bind, said company.</p> <p>SUBSCRIBED AND SWORN to before me on the date stated above.</p> <p>NOTARY PUBLIC in and for the State of _____, residing at _____</p> <p>My Appointment Expires: _____</p>
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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of this 10th day of November, 2015.

<p>GAZELLE, INC.:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>STATE OF _____)) ss. COUNTY OF _____)</p> <p>On the _____ day of _____, 2015, before me personally appeared _____, the person who signed the foregoing instrument for Gazelle, Inc., who being by me duly sworn, acknowledged that he/she is the _____ of Gazelle, Inc., that he/she has signed said instrument as a free act on behalf of said company, and that he/she has the authority to act on behalf of, and bind, said company.</p> <p>SUBSCRIBED AND SWORN to before me on the date stated above.</p> <p>NOTARY PUBLIC in and for the State of _____, residing at _____, My Appointment Expires: _____</p>	<p>OMLP LLC:</p> <p>By: <u><i>Donald R. Rensch</i></u></p> <p>Name: Donald R. Rensch Title: Secretary</p> <p>STATE OF WASHINGTON)) ss. COUNTY OF KING)</p> <p>On the <u>5th</u> day of November, 2015, before me personally appeared Donald R. Rensch the person who signed the foregoing instrument for OMLP LLC, who being by me duly sworn, acknowledged that he/she is the Secretary of OMLP LLC, that he/she has signed said instrument as a free act on behalf of said company, and that he/she has the authority to act on behalf of, and bind, said company.</p> <p>SUBSCRIBED AND SWORN to before me on the date stated above.</p> <p><i>James A. B...</i></p> <p>NOTARY PUBLIC in and for the State of Washington residing at <u>Seattle, WA</u> My Appointment Expires: <u>JAN. 7, 2016</u></p> 
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SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Country	Filing Date	Reg. No.	Reg. Date
SECOND ROTATION	U.S.	3/1/2007	3715706	11/24/2009
GAZELLE	U.S.	5/18/2010	3900210	1/4/2011
GAZELLE	U.S.	5/18/2010	3900214	1/4/2011

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

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