

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chris Bruce		01/08/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sproutling, Inc.		
<b>Street Address:</b>	8 California Street, Third Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4712834	SPROUTLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	44208.900 (JLD)		
<b>NAME OF SUBMITTER:</b>	Hillary I. Schroeder		
<b>SIGNATURE:</b>	/Hillary I Schroeder/		
<b>DATE SIGNED:</b>	01/12/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) is made the 8th day of January, 2016 between **Chris Bruce**, an individual, having an address of 1335 Carrison St., Berkeley, California 94702 (the “Assignor”) of the one part and **Sproutling, Inc.**, a Delaware corporation, having an address of 8 California Street, Third Floor, San Francisco, California 94111 (the “Assignee”) of the other part.

### WHEREAS

1. The Assignor is the owner and proprietor of the trademarks and registrations thereof shown in the attached Trademark Schedule A – (the “Trademarks”).
  
2. The Assignor has agreed that the right, title and interest in and to the Trademarks shall be assigned to the Assignee for the consideration hereinafter appearing.

NOW, THEREFORE, in consideration of the sum of \$1 (One Dollar) and other consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** The Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to the Assignee all right, title and interest in and to the Trademarks, including for all of the goods and/or services included in the relevant registrations or in conjunction with which the Trademarks are used, together with the goodwill of the business associated with and symbolized by the Trademarks, including all

common law rights; together with all rights to income, royalties, and license fees deriving from the Trademarks, and the right of the Assignee to bring actions and claim relief in respect of any past, present and future infringement or other violation of rights with respect to any of the Trademarks.

2. **ASSISTANCE.** The Assignor hereby consents, without any objection, that Assignee solely request recording of this transfer in any jurisdiction where a recording of this transfer may be effected. Assignor agrees that it will cooperate fully with Assignee in performing all acts reasonably necessary or desirable by the Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Trademarks, and the intellectual property rights therein assigned to Assignee hereunder, including completing any further documents which shall be reasonably requested by Assignee in order to complete the assignment of right, title and interest to the Trademarks. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the foregoing actions, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a

manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedules attached hereto, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

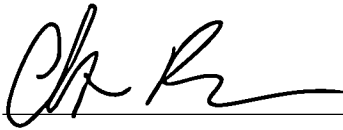
3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

3.5 Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed by a duly authorized officer on the dates specified below.

**Chris Bruce**

**Sproutling, Inc.**

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

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

Complete Name: Chris Bruce

Complete Name: Chris Bruce

Nationality: United States of America

Nationality: United States of America

Date: January 8, 2016

Title: CEO

Date: January 8, 2016

Trademark Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>App. Date</u>
SPROUTLING	USA	4712834	July 3, 2012
SPROUTLING	Australia	1601127	January 15, 2014