

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370653

<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>
Workplace Ergo Inc.		01/22/2016	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MSDSonline Inc.		
<b>Street Address:</b>	350 N. Orleans, Suite 950		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<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>	0380303		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7634735416		
<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>	1-952-960-1917		
<b>Email:</b>	genekay@ergoadvocate.com		
<b>Correspondent Name:</b>	Workplace Ergo Inc.		
<b>Address Line 1:</b>	415 Queensland Ln N		
<b>Address Line 4:</b>	Plymouth, MINNESOTA 55447		
<b>NAME OF SUBMITTER:</b>	Eugene Kay		
<b>SIGNATURE:</b>	/Eugene Kay/		
<b>DATE SIGNED:</b>	01/27/2016		
<b>Total Attachments: 8</b>			
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source=FINAL IP Assignment EA to MSDSonline#page2.tif			
source=FINAL IP Assignment EA to MSDSonline#page3.tif			
source=FINAL IP Assignment EA to MSDSonline#page4.tif			
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OP \$40.00 0380303

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into on this 22 day of January, 2016, by and between ErgoAdvocate LLC, an Arizona limited liability company ("EA"), and MSDSonline Inc., a Delaware corporation ("MSDSonline", and together with EA, the "Parties").

WHEREAS, each of the Parties acknowledges that this Agreement is being executed and delivered as a necessary condition under that certain Asset Purchase Agreement to be entered into by and between EA and MSDSonline (the "Purchase Agreement"); and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. EA hereby irrevocably sells, assigns, transfers, conveys and delivers to MSDSonline and its successors all of its respective rights, title, and interest in and to the Intellectual Property Assets (including, but not limited to, the Intellectual Property Assets listed in the attached Schedule A), including, but not limited to, the unrestricted right to seek enforcement of intellectual property rights granted under the law to the fullest extent, including, but not limited to, the right to sue for damages, the right to file for injunctive relief and the right to seek other remedies arising from the infringement of any and all intellectual property rights against third parties.

2. Cooperation. EA hereby agrees to cooperate with MSDSonline as reasonably necessary to give full effect to and perfect the rights of MSDSonline in the Intellectual Property Assets and agrees to execute and deliver all documents and instruments, and to take all such other actions as MSDSonline or its respective successors or assigns may reasonably request to effectuate the purposes and intent of this Agreement. EA further agrees that all necessary records to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to MSDSonline, in the event such records are needed in connection with any of the assigned letters patent or applications for letters patent.

3. Governing Law; Jurisdiction. This Agreement, and any claim or dispute relating directly or indirectly to, or arising in connection with, this Agreement, will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law, any such claims or disputes will be brought in the United States District Court for Delaware, and each of the Parties irrevocably submits to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

4. Severability. If any provision or portion of any provision of this Agreement is held to be invalid, void or unenforceable in any respect under any applicable legal requirement in any jurisdiction, the remainder of the provisions and portions of provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and

this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, void or unenforceable provision or portion of any provision had never been contained herein.

*{Signature page follows}*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**ErgoAdvocate LLC**

By: Eugene Kay  
Name: Eugene Kay  
Title: MANAGER

**MSDSonline Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Schedule A  
Intellectual Property Assets**

**U.S. Trademarks:**

Country	Mark	Appln. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner	Outstanding Security Interests
US	ERGOADVOCATE	77/857241 3803038	10/26/2009 06/15/2010	Registered	41	Workplace Ergo Inc.	-

**Domain Names:**

Domain Name	Current Registrant	Expiration
bestfitergo.com	Peter Budnick	06/29/2016
bestfitergonomics.com	Peter Budnick	06/29/2016
ergoadvocate.com	ErgoAdvocate LLC	10/16/2018
office-ergo.com	ErgoAdvocate LLC	07/15/2019
office-ergo.info	ErgoAdvocate LLC	10/25/2016

**ASSIGNMENT, CONFIRMATION AND  
ACKNOWLEDGEMENT OF OWNERSHIP AGREEMENT**

THIS ASSIGNMENT, CONFIRMATION AND ACKNOWLEDGEMENT OF OWNERSHIP AGREEMENT (this "Agreement") is entered into on this 22 day of January, 2016, by and between Workplace Ergo, Inc., a Minnesota corporation ("Workplace Ergo"), and ErgoAdvocate LLC, an Arizona limited liability company ("EA", and together with Workplace Ergo, the "Parties").

WHEREAS, each of the Parties acknowledges that this Agreement is being executed and delivered as a necessary condition under that certain Asset Purchase Agreement to be entered into by and between EA and MSDSONline Inc. (the "Purchase Agreement"); and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Workplace Ergo hereby irrevocably sells, assigns, transfers, conveys and delivers to EA and its successors all of its rights, title, and interest in and to the Intellectual Property Assets (including, but not limited to, the Intellectual Property Assets listed in the attached Schedule A), including, but not limited to, the unrestricted right to seek enforcement of intellectual property rights granted under the law to the fullest extent, including, but not limited to, the right to sue for damages, the right to file for injunctive relief and the right to seek other remedies arising from the infringement of any and all intellectual property rights against third parties.

2. Confirmation and Acknowledgement. Workplace Ergo hereby represents and warrants that to the extent it owns or purports to own the Intellectual Property Assets, it has entered into binding written agreements with every current and former employee, and with every current and former independent contractor, whereby such employees and independent contractors have assigned all right, title and interest they may have in the Intellectual Property Assets to Workplace Ergo. Workplace Ergo hereby represents and warrants that all right, title and interest in and to all of the Intellectual Property Assets resides exclusively with EA, and that Workplace Ergo has no remaining interest in or claim to any of the Intellectual Property Assets.

3. Cooperation. Workplace Ergo hereby agrees to cooperate with EA as reasonably necessary to give full effect to and perfect the rights of EA in the Intellectual Property Assets and agrees to execute and deliver all documents and instruments, and to take all such other actions as EA or its successors or assigns may reasonably request to effectuate the purposes and intent of this Agreement. Workplace Ergo further agrees that all necessary records to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to EA, in the event such records are needed in connection with any of the assigned letters patent or applications for letters patent.

4. Governing Law; Jurisdiction. This Agreement, and any claim or dispute relating directly or indirectly to, or arising in connection with, this Agreement, will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law, any such claims or disputes will be brought in the United States District Court for Delaware, and each of the Parties irrevocably submits to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

5. Severability. If any provision or portion of any provision of this Agreement is held to be invalid, void or unenforceable in any respect under any applicable legal requirement in any jurisdiction, the remainder of the provisions and portions of provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, void or unenforceable provision or portion of any provision had never been contained herein.

*{Signature page follows}*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

Workplace Ergo, Inc.

By: Eugene Kom  
Name: Eugene Kom  
Title: President

ErgoAdvocate LLC

By: Eugene Kom  
Name: Eugene Kom  
Title: MANAGER

**Schedule A  
Intellectual Property Assets**

**U.S. Trademarks:**

<u>Country</u>	<u>Mark</u>	<u>Appl. No./ Reg. No.</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Class</u>	<u>Current Recorded Owner</u>	<u>Outstanding Security Interests</u>
US	ERGOADVOCATE	77/857241 3803038	10/26/2009 06/15/2010	Registered	41	Workplace Ergo, Inc.	-