

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VII, Inc.		05/24/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Truss Technology Corp.		
Street Address:	50 Milk Street, 16th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4591330	NEXT STEP LIVING	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	134395/ 250579		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	06/09/2016		
Total Attachments: 5			
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EXHIBIT "D"

FORM OF TRADEMARK TRANSFER STATEMENT

TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, Next Step Living, Inc., a Delaware corporation ("**NSL**"), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "**Marks**") and is the owner of the goodwill associated with the Marks;

WHEREAS, NSL, in a certain Intellectual Property Security Agreement, dated as of May 14, 2015 and recorded with the United States Patent and Trademark Office, previously granted to Venture Lending & Leasing VII, Inc. ("**Secured Party**") security interests in all of NSL's right, title and interest in and to all general intangibles and other intellectual property owned by NSL, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, NSL has defaulted in connection with its secured obligations to Secured Party;

WHEREAS, Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on May 24, 2016, the Marks and associated goodwill to Truss Technology Corp., a Delaware corporation ("**Transferee**"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of NSL in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all right, title and interest of NSL in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of NSL, Secured Party and the Transferee are as follows:

NSL:

Next Step Living, Inc.
c/o Western Technology Investment
104 La Mesa Drive, Suite102
Portola Valley, CA 94028
Attention: Chief Financial Officer

Secured Party:

Venture Lending & Leasing VII, Inc.
104 La Mesa Drive, Suite102

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JTK/489356.3

Portola Valley, CA 94028
Attention: Chief Financial Officer

Transferee:

Truss Technology Corp.
50 Milk Street, 16th Floor
Boston, MA 02109
Attention: President

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

[Signature pages follow]

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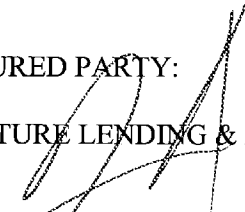
TRADEMARK
REEL: 005809 FRAME: 0810

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each of Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 20th day of May, 2016.

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By:  _____

Name: David Wanek

Title: Vice President

TRANSFEREE:

TRUSS TECHNOLOGY CORP.

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each of Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 24th day of May, 2016.

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Title: _____

TRANSFEREE:

TRUSS TECHNOLOGY CORP.

By:  _____
Name: Dennis Costello
Title: President

Schedule of Trademarks

Description	U.S. Registration/Serial Number	Registration/Application Date
NEXT STEP LIVING service mark	4591330	August 26, 2014

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