

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penky LLC		05/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovation X, LLC		
Street Address:	2711 Centerville Road, Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86950394	GET TO THE FUTURE FASTER	
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<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:	2066828100		
Email:	efiling@cojk.com		
Correspondent Name:	Everett E. Fruehling, Esq.		
Address Line 1:	1201 Third Avenue, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Everett E. Fruehling		
SIGNATURE:	/Everett E. Fruehling/		
DATE SIGNED:	08/08/2016		
Total Attachments: 5			
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source=55014 Assignment#page5.tif			

OP \$40.00 86950394

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of May [10], 2016, is executed by Penky LLC, a Delaware limited liability company (the "**Assignor**"), in favor of Innovation X, LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, on the date hereof Assignor is transferring to Assignee its management interest in Invention Development Fund I, LLC ("**IDF**") pursuant to the terms of the Amended and Restated Operating Agreement of IDF, dated as of the date hereof; and

WHEREAS, pursuant to Section 2.2 of that certain Master Agreement between IDF Management I, LLC, a Delaware limited liability company, and the Assignee, dated as of the date hereof (the "**Master Agreement**"), IDF Management I, LLC agreed to cause Assignor to transfer unto the Assignee, all of Assignor's right, title, and interest in, among other things, certain marks of which Assignor holds legal title as nominee for the benefit of IDF, on an "as-is, where-is" basis, which have been adopted, used and are being used by the Assignor, which marks are listed in Exhibit A attached hereto (the "**Marks**") and which are registered in the United States Patent and Trademark Office and in the equivalent offices of the other jurisdictions noted herein with the registration numbers listed in Exhibit A;

WHEREAS, Assignee is desirous of receiving said Marks and the registrations of the Marks;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT,

1. Assignment. Upon the terms of and subject to the conditions of the Master Agreement, Assignor does hereby assign, convey, transfer and set over to Assignee, as nominee for the benefit of IDF, all of the Assignor's worldwide rights, title and interests, as nominee for the benefit of IDF, in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all claims for profits and damages by reason of, and all rights to sue for, any infringement of any of the Marks, whether arising prior to, on or subsequent to the date of this Assignment, the registrations and/or applications of such Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, to have and to hold such assets unto Assignee and its successors and assigns to and for their use forever.

2. Disclaimer of Representations, Warranties and Liability

(a) THE MARKS ARE ASSIGNED, TRANSFERRED AND SET OVER ON AN "AS IS, WHERE IS" BASIS ON THE DATE HEREOF, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ASSIGNOR, OR ANY OTHER PERSON ON ASSIGNOR'S BEHALF.

(b) IN NO EVENT SHALL ASSIGNOR HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER WITH RESPECT TO THE MARKS. ACCORDINGLY, IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING (I) ANY OR ALL GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, ENHANCED, EXEMPLARY OR PUNITIVE DAMAGES, (II) LOSS OF PROFITS, BUSINESS, PRODUCTION, REVENUES, OR INCREASED COSTS OR DIMINUTION IN VALUE, OR (III) LOSS OF GOODWILL OR REPUTATION, OR ANY CLAIM OR DEMAND WHETHER OR NOT OF A SIMILAR NATURE OR KIND TO ANY OF THE FOREGOING, IN EACH CASE WHETHER ASSERTED BY ASSIGNEE AGAINST ASSIGNOR OR ASSERTED AGAINST ASSIGNEE BY ANY OTHER PARTY, ARISING OUT OF THIS ASSIGNMENT OR ANY MARKS, HOWEVER CAUSED, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, AND WHETHER OR NOT ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY OTHER REMEDY.

3. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed by an authorized signatory as of the date first written above.

PENKY LLC
as the Assignor

By: _____
Name: Gregory D. Gardner
Title: Managing Director

STATE OF WASHINGTON)

) ss.

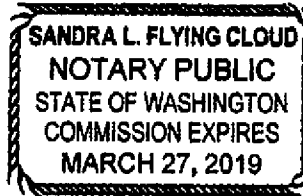
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gregory D. Gardner is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____

Sandra L. Flying Cloud
(Signature of Notary)

Sandra L. Flying Cloud
(Print or stamp name of Notary)



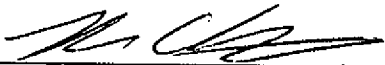
NOTARY PUBLIC in and for the State of Washington, residing at Shoreline, WA

My Appointment Expires: 3/27/2019

[Signature Page for Assignment of Trademarks]

Acknowledged and agreed as of the date first written above.

INNOVATION X, LLC
as the Assignee

By: 
Name: Thomas C. Kas
Title: CEO

[Signature Page for Assignment of Trademarks (Penky)]

Exhibit A

MARKS

GET TO THE FUTURE FASTER
Application #86/950394
Filed 03/23/16

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