

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/21/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Western Bank	FORMERLY Square 1 Bank	06/21/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	EP-OHC, Inc.
Street Address:	510 Clinton Square
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85508153	ONTUITIVE
Serial Number:	85532565	READY WHEN YOU ARE

CORRESPONDENCE DATA

Fax Number: 7039975908

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.

Phone: 703-273-1009

Email: jdahnke@caulkinsbruce.com

Correspondent Name: Joel L. Dahnke

Address Line 1: 11350 Random Hills Road

Address Line 2: Suite 700

Address Line 4: Fairfax, VIRGINIA 22030

NAME OF SUBMITTER:	Joel L. Dahnke
SIGNATURE:	/Joel L. Dahnke/
DATE SIGNED:	10/11/2016

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of June 21, 2016, is made by Pacific Western Bank, successor by merger to Square 1 Bank, ("Grantor") in favor of EP-OHC, Inc., a Delaware corporation ("Grantee").

RECITALS

Grantor and Grantee have entered into a certain Asset Purchase Agreement of substantially even date herewith (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

Pursuant to the Ontuitive Loan Documents, Grantor possesses a security interest in and lien upon the Trademarks set forth on Schedule 1 hereto (the "Trademarks").

Debtor is in default under the Ontuitive Loan Documents and, pursuant to the terms thereof, Grantor has the right to sell or otherwise convey Debtor's right, title and interest in and to the Assets.

Under the Purchase Agreement, and in accordance with the terms thereof, Grantor has agreed, pursuant to Section 9610 of the Code, to sell, convey, transfer, assign and deliver to Grantee all of Debtor's right, title and interest in and to the Assets.

AGREEMENT

For and in consideration of the Purchase Price to be paid by Grantee, and for other good and valuable consideration delivered by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Grantee, its successors and assigns, all of Debtor's right, title and interest to the Trademarks.

THE TRADEMARKS ARE BEING SOLD AND PURCHASED WITH ALL FAULTS, AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER REGARDING THE TRADEMARKS EXCEPT AS IS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND/OR IN THIS ASSIGNMENT, AND GRANTOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE TRADEMARKS; COMPLIANCE BY THE TRADEMARKS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT OR LATENT DEFENSES; AND/OR ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE TRADEMARKS.

Notwithstanding the forgoing, Grantor represents and warrants to Grantee that upon delivery to Grantee of this Assignment executed by Grantee, Grantee shall acquire and own all of Debtor's rights, title and interest in, to or arising under the Trademarks, free and clear of any Encumbrances.

Notwithstanding anything contained in this Assignment to the contrary, this Assignment shall not constitute an assignment to Grantee of any lease, permit, license, contract or contract right if an attempted assignment of the same without the consent of any party would constitute a breach thereof unless and until such consent shall have been obtained.

The Grantor agrees to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Assignment and to consummate the transactions contemplated hereby.

THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on the date first above written.

Grantor:

Pacific Western Bank

By: Charles Pice
Name: Charles Pice
Title: AVP

Grantee:

EP-OHC, Inc.

By: [Signature]
Name: John Hall
Title: CEO

[Signature Page to Bill of Sale and Assignment]

Schedule 1
to
Assignment of Trademarks

Trademarks

<u>Description</u>	Serial <u>Registration No.</u>	<u>Registration Date</u>
"Ready When You Are"	85532565	6/26/2012
"Ontuitive"	85508153	6/26/2012