OP \$40.00 4283123

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM403659

| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
|-----------------------|--|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type | |
|---------------|----------|----------------|---|--|
| Continuum LLC | | 10/26/2016 | Limited Liability Company: MASSACHUSETTS | |

RECEIVING PARTY DATA

| Name: | Continuum Innovation LLC | | |
|-----------------|-------------------------------------|--|--|
| Street Address: | 21 Drydock Avenue, Suite 410 W | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02210 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |

PROPERTY NUMBERS Total: 1

| Property Type Number | | Word Mark | | | | |
|------------------------------|--|------------------------|--|--|--|--|
| Registration Number: 4283123 | | THE FUTURE. MADE REAL. | | | | |

CORRESPONDENCE DATA

Fax Number: 7816225933

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: 7816225930

Email: trademark@mbbp.com
Correspondent Name: Sean D. Detweiler

Address Line 1: 230 Third Avenue, 4th Floor

Address Line 2: Morse, Barnes-Brown & Pendleton, P.C. Address Line 4: Waltham, MASSACHUSETTS 02451

| ATTORNEY DOCKET NUMBER: | CONTINUUM-TM |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Sean D. Detweiler |
| SIGNATURE: | /Sean D. Detweiler/ |
| DATE SIGNED: | 10/28/2016 |

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as of this 26 day of 2015 day. 2016 by and between Continuum LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business at 21 Drydock Avenue, Suite 410 W, Boston, Massachusetts, 02210 (hereinafter "Assignor"), and Continuum Innovation LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 21 Drydock Avenue, Suite 410 W, Boston, Massachusetts, 02210 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks identified in **Exhibit A**, including all registered rights and all common law rights associated with the marks (the "Trademarks"); and

WHEREAS, Assignee desires to acquire Assignor's entire interest in the Trademarks, including any and all rights that Assignor may have in and to the said Trademarks and the registration therefor, together with the goodwill of the business uses in connection with the Trademarks and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

- 1. <u>Assignment.</u> Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, its entire right, title and interest it may now have, may ever have had or may ever have, in and to the Trademarks, including any intent-to-use applications for use with assets assigned hereby of the business, or portion thereof, of the applicant to which the marks pertain and the portion of the business of the Assignor to which the marks pertain, together with the goodwill of the business uses in connection with the Trademarks, and the rights and privileges relating to all choses in action pertaining to such Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such Trademarks.
- 2. <u>Further Assurances</u>. Assignor shall assist and cooperate with Assignee in every proper and lawful way to evidence, record and perfect the Assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all lawfully requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the Assignment set forth herein.
- 3. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of

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trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

4. <u>Miscellaneous</u>. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument by its duly authorized representative, effective as of the date first written above.

Assignor:

Continuum LLC

By: CARMENCITA BUG

Title: CHIEF OFERATION - OFFICEN

Schedule A

| Trademark | Docket No. | Serial No. | Filing Date | Country | Status | Reg. Date | Reg. No. | Class |
|---------------------------|------------|------------|-------------|------------------------------|------------|-------------|-----------|------------------|
| | | | E . | | | | | |
| CONTINUUM | CONTTM47 | 840487681 | 17-Apr-2013 | Brazil | Allowed | | | 35 Int. |
| CONTINUUM | CONTTM54 | 840487690 | 17-Apr-2013 | Brazil | Allowed | | | 42 Int. |
| CONTINUOUS | CONTINIST | 040487090 | 17-Apr-2013 | Diazii | Allowed | | - | 42 1111. |
| CONTINUUM | CONTTM48 | 302551220 | 18-Mar-2013 | Hong Kong | Registered | 18-Mar-2013 | 302551220 | 35 Int., 42 Int. |
| CONTINUUM | CONTTM49 | 2499087 | 20-Mar-2013 | India | Pending | | | 35 Int., 42 Int. |
| THE FUTURE. MADE REAL. | CONTIM50 | 12379821 | 07-Apr-2013 | China (People's Republic) | Registered | 14-Sep-2014 | 12379821 | 35 Int. |
| THE FUTURE. MADE REAL. | CONTTM52 | 12379820 | 07-Apr-2013 | China (People's Republic) | Registered | 14-Sep-2014 | 12379820 | 42 Int. |
| THE FUTURE, MADE REAL. | CONTTM39 | 85/691306 | 31-Jul-2012 | United States of America | Registered | 29-Jan-2013 | 4,283,123 | 42 Int. |

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RECORDED: 10/28/2016

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