

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q Research Solutions, Inc.		10/31/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Q Research Solutions Holdings, LLC		
Street Address:	601 Bayshore Blvd.		
Internal Address:	Suite 850		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4786424	QPOD PORTABLE·OLFACTIVE·DEVICE	
Registration Number:	4690872	QPODXPRESS	
Registration Number:	4550568	QPOD	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<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:	813-227-7433		
Email:	DHayes@trenam.com		
Correspondent Name:	Diana L. Hayes		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Diana L. Hayes		
SIGNATURE:	/Diana L. Hayes/		
DATE SIGNED:	10/31/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of October 31, 2016, is made by **Q RESEARCH SOLUTIONS, INC.** ("Seller"), a New Jersey corporation, located at 3548 Route 9 South, 2nd Floor, Old Bridge, New Jersey 08857, in favor of **Q RESEARCH SOLUTIONS HOLDINGS, LLC** ("Buyer"), a Delaware limited liability company, located at 601 Bayshore Boulevard, Suite 850, Tampa, Florida 33606, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and other parties named therein, dated as of October 31, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such

cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page to follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

Q RESEARCH SOLUTIONS, INC., a New Jersey corporation

By: Patti Nelson *Patti Nelson*
Name: Patti Nelson
Title: President

AGREED TO AND ACCEPTED:

BUYER:

Q RESEARCH SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company

By: _____
Name: James B. Darnell
Title: Vice President

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005910 FRAME: 0718

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

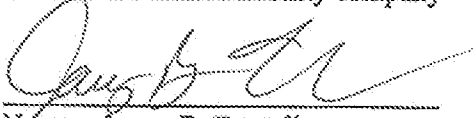
Q RESEARCH SOLUTIONS, INC., a New Jersey corporation

By: _____
Name: Patti Nelson
Title: President

AGREED TO AND ACCEPTED:

BUYER:

Q RESEARCH SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: James B. Darnell
Title: Vice President


[Signature page to Intellectual Property Assignment Agreement]

Schedule 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

TITLE OF THE PATENT/PATENT APPLICATION	PATENT NO. / PATENT APPLICATION NO.
Mobile Scent Tester	U.S. Patent No. 9,021,860
Mobile Scent Tester	U.S. Patent Application No. 2015/0226716
Mobile Scent Tester	U.S. Patent Application No. 2012/0247182
Scent Tester	Provisional Patent Application No. 61/516,065

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Date of Registration	Registration No.
 The logo features a stylized lowercase 'q' followed by 'POD' in a bold, sans-serif font. The 'POD' is enclosed within a circular border containing the text 'QPOD EXPRESS' and 'EST. 1998'.	8/4/15	4,786,424
QPODXPRESS	2/24/15	4,690,872
QPOD	6/17/14	4,550,568