

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iodine, Inc.		11/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Iodine Acquisition, Inc.		
Street Address:	233 Wilshire Blvd., Suite 990		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86029638	IODINE	
Serial Number:	86029641	IODINE	
Serial Number:	86029644	IODINE	
Serial Number:	86029647	IODINE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3105939967		
Email:	gracye@goodrx.com		
Correspondent Name:	Gracye Cheng		
Address Line 1:	233 Wilshire Blvd., Suite 990		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
NAME OF SUBMITTER:	thomas goetz		
SIGNATURE:	/thomas goetz/		
DATE SIGNED:	11/22/2016		
Total Attachments: 2			
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source=Iodine and Iodine Acquisition - Intellectual Property Assignment#page2.tif			

OP \$115.00 86029638

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Assignment**"), effective as of November 22, 2016, is made by and between Iodine, Inc., a Delaware corporation ("**Seller**"), and Iodine Acquisition, Inc., a Delaware corporation ("**Purchaser**"), in connection with the Asset Purchase Agreement of even date herewith between Seller and Purchaser (the "**Purchase Agreement**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Seller hereby assigns and transfers exclusively to Purchaser and its successors and assigns, all of Seller's rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Intellectual Property, including without limitation the assets listed in the schedule attached hereto (the "**Assigned Intellectual Property**"), with all such rights, title and interest to be held and enjoyed by Purchaser and its successors and assigns to the same extent that such would have been held and enjoyed by Seller had this Assignment not been made.

3. Further Assurance. Seller hereby covenants and agrees to provide all further necessary documentation and do all further acts reasonably requested by Purchaser to confirm and perfect title in and to the Assigned Intellectual Property in Purchaser and its successors and assigns.

4. Entire Agreement. This Assignment, together with the Purchase Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection therewith, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof or thereof.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of California (without regard to its provisions concerning conflict of laws).


6. Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective as of the Effective Date.

IODINE, INC.

IODINE ACQUISITION, INC.

By: _____
Name: Thomas Goetz
Title: CEO

By:  _____
Name: Trevor Bezdek
Title: Co-CEO

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Title: CEO

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Name: Trevor Bezdek

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