

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caption Colorado, L.L.C.		01/24/2017	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VITAC Corporation		
<b>Street Address:</b>	101 Hillpointe Drive, Southpointe		
<b>City:</b>	Cannonsburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15317		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3662815	MOBILECAP	
<b>Registration Number:</b>	3662876	MOBILECAP CC	
<b>Serial Number:</b>	85585255	AMPLIFY	
<b>Serial Number:</b>	85585224	AMPLIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	4156551284		
<b>Email:</b>	PerronS@gtlaw.com,nairm@gtlaw.com,biancoc@gtlaw.com,nytmdkt@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP/Stephanie Perron		
<b>Address Line 1:</b>	4 Embarcadero Center Suite 3000		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Stephanie F. Perron		
<b>SIGNATURE:</b>	/Stephanie Perron/		
<b>DATE SIGNED:</b>	02/07/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made effective as of January 24, 2017 (the “**Effective Date**”) by and between Caption Colorado, L.L.C., a Colorado limited liability company (“**Assignor**”), and VITAC Corporation, a Pennsylvania corporation (“**Assignee**”). Assignor and Assignee are hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**”.

WHEREAS, Assignor has agreed to sell, convey, assign, and transfer to Assignee all right, title, and interest in and to the trademarks set forth on Schedule A hereto, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto (collectively, the “**Assigned Marks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in and to (a) the Assigned Marks, together with the goodwill associated therewith, and (b) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.

2. Further Assurances. At any time and from time to time after the date hereof, at Assignee’s reasonable request and without further consideration therefor, Assignor agrees that it will execute and deliver to Assignee such other instruments of sale, assignment, transfer, conveyance and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Assignee, or confirm Assignee’s title or rights in or to, the Assigned Marks, assigned, transferred and conveyed by Assignor to Assignee pursuant hereto, to put Assignee in actual possession and control of the Assigned Marks, assigned, transferred and conveyed by Assignor to Assignee pursuant hereto to the full extent permitted by applicable law, and to assist Assignee in exercising and enjoying all rights and benefits appurtenant thereto.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney-in-fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.


*[Signature Page Follows]*

LA 132855810v2

**TRADEMARK**  
**REEL: 005985 FRAME: 0709**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

CAPTION COLORADO, L.L.C.

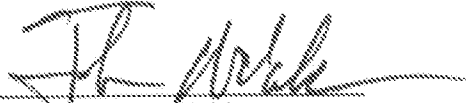
By:   
Name: RT Polumbus  
Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005985 FRAME: 0710**

ACKNOWLEDGED AND ACCEPTED:

**VITAC CORPORATION**

By: 

Name: Thomas A. Waldman

Title: Vice President

*{Signature Page to Trademark Assignment Agreement}*

**TRADEMARK**  
**REEL: 005985 FRAME: 0711**

Schedule A to Trademark Assignment Agreement

<u>Mark</u>	<u>Serial No. / Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
<b>MOBILECAP</b>	77526365	3,662,815	8/4/2009	United States
<b>MOBILECAP Logo</b>	77542883	3,662,876	8/4/2009	United States
<b>AMPLIFY</b>	85585255	Pending	Pending	United States
<b>AMPLIFY</b>	85585224	Pending	Pending	United States