

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scoutit, Inc.		01/23/2017	Corporation: DELAWARE
Capigami, Inc.		01/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bonial International GmbH		
Street Address:	TORSTRASSE 49		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10119		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4345278	OUT OF MILK	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	014343.9		
DOMESTIC REPRESENTATIVE			
Name:	Liisa M. Thomas, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
NAME OF SUBMITTER:	Michelle Foy		

CH \$40.00 4345278

SIGNATURE:	/Michelle Foy/
DATE SIGNED:	02/09/2017
Total Attachments: 5 source=Out of Milk - IP Assignment (Signed 2017.01.23)#page1.tif source=Out of Milk - IP Assignment (Signed 2017.01.23)#page2.tif source=Out of Milk - IP Assignment (Signed 2017.01.23)#page3.tif source=Out of Milk - IP Assignment (Signed 2017.01.23)#page4.tif source=Out of Milk - IP Assignment (Signed 2017.01.23)#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is entered into as of January 23, 2017 by and among BONIAL INTERNATIONAL GMBH, a limited liability company under German law (“Assignee”), SCOUTIT, INC., a Delaware corporation (“Parent”), and CAPIGAMI, INC., a Delaware corporation (the “Company,” and together with Parent, the “Assignors”).

RECITALS

A. Assignee and Assignors have entered into that certain Asset Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignors to Assignee of all of Assignors’ right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) and the assumption by Assignee of the Assumed Liabilities (as defined in the Purchase Agreement).

B. In accordance with the Purchase Agreement, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the intellectual property and all other intangible rights of the Assignors and all goodwill associated therewith relating to the Purchased Assets, including without limitation: (i) all patents and patent applications, including those set forth on Schedule A attached hereto, including all inventions described therein and all provisionals, divisions, renewals, reissues, reexaminations, continuations, extensions and continuations-in-part of the foregoing patents and counterparts thereof throughout the world that may be based on or correspond to the patents and patent applications; (ii) all trademarks, service marks, trade dress, trade names, other indicia of origin and domain names, including those set forth in Schedule A and all goodwill associated therewith, (iii) all copyright registrations and applications, including those set forth on Schedule A, and all works of authorship, including literary works and all forms of software and databases (whether in source code, object code, firmware, development tools, files, records, or data) and website content, trade secrets, technology, inventions, discoveries, improvements, know-how and other Intellectual Property and other intangible rights and all moral rights associated with any of the foregoing that are Purchased Assets (all of the foregoing, collectively, the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignors do hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, its successors and assigns all of Assignors’ right, title and interest throughout the world in the Assigned IP, including all common law rights therein and all goodwill of the Business associated therewith and all moral rights associated therewith.

Assignors further assign to Assignee all of the following in any jurisdiction throughout the world: (i) all income, royalties, damages and payments due or payable to the Assignors with respect to the Assigned IP, including, without limitation, unpaid damages and payments for past, present and future infringements of any Assigned IP; (ii) all rights to sue and recover damages and payments for past, present and future infringements or other violations of any of the Assigned IP, including the right to fully and entirely replace the Assignors in all related matters; and (iii) to apply in any or all countries of the world for patent, trademark, copyright, or other protection for or registration of the Assigned IP.

3. Further Assurances. Assignors agree that from time to time, at the reasonable request and expense of Assignee, they shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the Assigned IP in any jurisdiction throughout the world). Assignors acknowledge and agree that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignors shall cooperate therewith, at the Assignee's expense. Assignors will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignors' right, title and interest in the domain names to Assignee.

4. Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by the parties hereto.

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

6. Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to the choice of law principles thereof.

8. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignors or Assignee as set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

SCOUTIT, INC.

By: [Signature]
Name: Jared Schrieber
Title: Chief Executive Officer

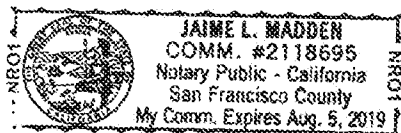
CAPIGAMI, INC.

By: [Signature]
Name: Jared Schrieber
Title: Chief Executive Officer

STATE OF California
COUNTY OF San Francisco

On January 18, 2017 before me, Jaime L. Madden (the undersigned notary), personally appeared Jared Schrieber personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]

BONIAL INTERNATIONAL GMBH

By: _____
Title: _____

Intellectual Property Assignment

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

SCOUTIT, INC.

By: _____
Name: Jared Schrieber
Title: Chief Executive Officer

CAPIGAMI, INC.


By: _____
Name: Jared Schrieber
Title: Chief Executive Officer

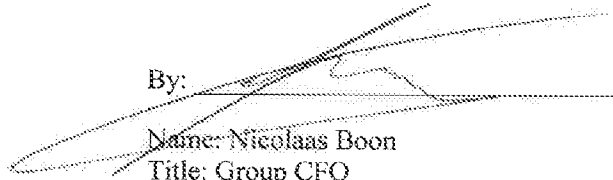
STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

BONIAL INTERNATIONAL GMBH

By:  _____
Name: Maximilian Biller
Title: Group COO

By:  _____
Name: Nicolaas Boon
Title: Group CFO

SCHEDULE A

Assigned IP

<u>Item</u>	<u>(Application Date) Registration Date</u>	<u>Related Intellectual Property</u>
Registered Trademark	June 4, 2013	“Out of Milk” – USPTO Registration no. 4345278, registered to Capigami, Inc.
Domain Names		outofmilk.com (owned by Capigami, Inc.) outofmilkapp.com (owned by Capigami, Inc.) outofmilkcdn.com (owned by Capigami, Inc.) outofmilkmailedn.com (owned by Capigami, Inc.)