

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAM TECHNOLOGIES, LLC		12/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BEAM IP LAB LLC		
Street Address:	629 N. HIGH STREET		
Internal Address:	SIXTH FLOOR		
City:	COLUMBUS		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4459637	BEAM	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	71902-2		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	02/16/2017		
Total Attachments: 10			
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CONTRIBUTION AND ASSIGNMENT AGREEMENT

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of 3:00 p.m., local time in Columbus, Ohio, on December 20, 2016 (the "Effective Time"), between BEAM TECHNOLOGIES LLC, a Delaware limited liability company ("BT LLC"), and BEAM IP LAB LLC, a Delaware limited liability company ("BIP LLC").

WITNESSETH:

WHEREAS, BT LLC owns all of the issued and outstanding limited liability company interest of BIP LLC; and

WHEREAS, BIP LLC is disregarded as an entity separate from BT LLC for all U.S. federal income tax and applicable state income and franchise tax purposes pursuant to Treasury Regulation Sections 301.7701-2 and 301.7701-3, and corresponding provisions of applicable state laws (and successor provisions); and

WHEREAS, effective as of the Effective Time, BT LLC desires to contribute, assign, transfer and convey to BIP LLC all of the right, title and interest of BT LLC in and to those certain patents, trademarks, trade secrets and other intellectual property listed and described on Exhibit 1 (the "IP"); and

WHEREAS, BIP LLC wishes to accept from BT LLC the contribution of the IP;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and undertakings herein contained and for other good and valuable consideration received to their full satisfaction, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. The following terms, as used herein, have the following meanings:

"IP" means those certain patents, trademarks, trade secrets and other intellectual property listed and described on Exhibit 1.

"Lien" means, with respect to any of the IP, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind or nature in respect of the IP.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust or other entity or organization, including a government or political subdivision, agency or instrumentality thereof.

ARTICLE II

CONTRIBUTION OF CONTRIBUTED ASSETS

2.1. Intellectual Property. Subject to the terms and conditions of this Agreement and as of the Effective Time, BT LLC hereby contributes, assigns, transfers, conveys and delivers to BIP LLC all of the right, title and interest of BT LLC in and to the IP and BIP LLC hereby accepts such contribution, assignment, transfer, conveyance and delivery.

2.2. Conveyance Instruments. In order to effectuate the contribution of the right, title and interest of BT LLC in and to the IP, BT LLC has, or will hereafter, execute and deliver or cause to be executed and delivered, all such documents, bills of sale or other instruments of assignment, transfer or conveyance as the parties and their respective counsel shall reasonably deem necessary or appropriate to vest in, or confirm legal title to the IP to, BIP LLC, effective as of the Effective Time.

2.3. Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign or transfer any of the IP or any claim, right or benefit arising thereunder, resulting therefrom or relating thereto if an attempted assignment or transfer thereof, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of BIP LLC or BT LLC thereunder. With respect to any such IP or any claim, right or benefit arising thereunder, resulting therefrom or relating thereto, to the extent reasonably requested by BIP LLC, BT LLC will use its best efforts to obtain the consent of the other party(ies) to any contract relating to the IP, for the assignment or transfer of BT LLC's interest therein to BIP LLC. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would materially adversely affect the rights of either BT LLC or BIP LLC thereunder so that BIP LLC would not in fact receive all such rights, BT LLC and BIP LLC will cooperate in a mutually agreeable arrangement under which BIP LLC would obtain, to the extent practicable, the benefits and assume the obligations thereunder in accordance with this Agreement. Furthermore, during the period BT LLC and BIP LLC are seeking to obtain any such consent, BT LLC and BIP LLC, for purposes of establishing the rights and obligations as between BT LLC and BIP LLC, shall treat any such IP as having been transferred to BIP LLC, and BT LLC will be deemed to be the agent of BIP LLC for all purposes relating to any such IP. As such, BT LLC will promptly pay to BIP LLC, when received, all monies received by BT LLC on behalf of BIP LLC under or with respect to any IP, or any claim, right or benefit arising thereunder, resulting therefrom or relating thereto.

2.4. Recording Fees. BIP LLC shall pay all recording and similar fees, if any, which may be due to any jurisdiction or governmental body and any other expenses (including, without limitation, counsel and accounting fees and expenses) arising in connection with or as a result of the consummation of the transactions contemplated by this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF
BEAM TECHNOLOGIES LLC

BT LLC hereby represents and warrants to BIP LLC, as of the Effective Time, that:

3.1. Legal Existence and Power. BT LLC is a limited liability company duly formed and organized, validly existing and in good standing under the laws of the State of Delaware.

3.2. Authorization. The execution, delivery and performance by BT LLC of this Agreement are within the powers and authority of BT LLC and have been duly authorized by all necessary action on the part of BT LLC. This Agreement constitutes a valid and binding agreement of BT LLC.

3.3. Governmental Authorization. The execution, delivery and performance by BT LLC of this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

3.4. Non-Contravention. Except as may be contemplated by Section 2.3 of this Agreement, the execution, delivery and performance by BT LLC of this Agreement do not and will not (i) violate BT LLC's Certificate of Formation or its Limited Liability Company Agreement, (ii) violate any applicable law, rule, regulation, judgment, injunction, order or decree or (iii) require consent (other than consent received by BT LLC at or before the Effective Time) or other action by any Person under, constitute a default under, give rise to any right of termination, cancellation or acceleration of any right or obligation of BT LLC under, or result in the loss of any benefit to which BT LLC is entitled under, any agreement or other instrument or result in the loss of any license, franchise, permit or other similar authorization held by BT LLC.

3.5. Ownership of IP. BT LLC is the record and beneficial owner of the IP, free and clear of any Lien and any other limitation or restriction, except for any such Lien or other limitation or restriction as would not have a material adverse effect on the IP, and will transfer and deliver the IP to BIP LLC free and clear of any Lien and any such limitation or restriction, except for any such Lien, limitation or restriction as would not have a material adverse effect on the IP.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF
BEAM IP LAB LLC

BIP LLC hereby represents and warrants to BT LLC, as of the Effective Time, that:

4.1. Legal Existence and Power. BIP LLC is a limited liability company duly formed and organized, validly existing and in good standing under the laws of the State of Delaware.

4.2. Authorization. The execution, delivery and performance by BIP LLC of this Agreement are within the powers and authority of BIP LLC and have been duly authorized by all necessary action on the part of BIP LLC. This Agreement constitutes a valid and binding agreement of BIP LLC.

4.3. Governmental Authorization. The execution, delivery and performance by BIP LLC of this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

4.4. Non-Contravention. The execution, delivery and performance by BIP LLC of this Agreement do not and will not (i) violate BIP LLC's Certificate of Formation or its Limited Liability Company Agreement, (ii) violate any applicable law, rule, regulation, judgment, injunction, order or decree or (iii) require consent or other action by any Person under, constitute a default under, give rise to any right of termination, cancellation or acceleration of any right or obligation of BIP LLC under, or result in the loss of any benefit to which BIP LLC is entitled under, any agreement or other instrument or result in the loss of any license, franchise, permit or other similar authorization held by BIP LLC.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1. Further Assurances. Each of the parties hereto agrees to take or cause to be taken such further action, and to execute, deliver, file, record and/or register or cause to be executed, delivered, filed, recorded and/or registered, such further documents and instruments as may be necessary or as may be reasonably required in order to effectuate fully the purposes, conditions and terms of this Agreement.

5.2. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

5.3. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement and any rights hereunder may not be assigned by either party hereto without the prior written consent of the other party.

5.4. Third-Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement shall in no way expand the rights or remedies of any third party against BT LLC or BIP LLC as compared to the rights and remedies which such third party would have had against BT LLC or BIP LLC if this Agreement had not been executed by the parties. Without limiting the generality of the preceding sentence, except as expressly provided in this Agreement, this Agreement shall not create any third-party beneficiary rights nor restrain or limit BT LLC or BIP LLC from contesting or asserting defenses against any third party.

5.5 Tax Treatment. It is the express intention of BT LLC and BIP LLC that, for all U.S. federal income tax and applicable state income and franchise tax purposes, the contribution, assignment and transfer by BT LLC to BIP LLC of all of BT LLC's right, title and interest in and to the IP, pursuant to the terms of, and subject to the conditions set forth in, this Agreement, shall be treated as a non-event.

5.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without giving effect to its conflicts of law doctrines).

5.7. Counterparts. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed an original instrument and all counterparts taken together will constitute one and the same agreement.

5.8. Entire Agreement. This Agreement, including the exhibit and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

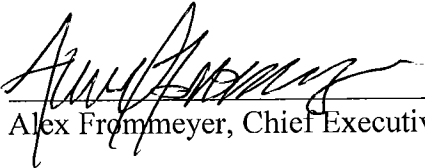
5.9. Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.10. Effective Time. This Agreement will be binding and effective as of the Effective Time.

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Contribution and Assignment Agreement to be duly executed by their respective authorized officers to be effective as of the Effective Time.

BEAM TECHNOLOGIES LLC

By: 
Alex Frommeyer, Chief Executive Officer

BEAM IP LAB LLC

By: 
Alex Curry, Chief Insurance Officer

**BEAM IP LLC
INTELLECTUAL PROPERTY**

PATENTS

Title	Application Number	Filing Date	Patent Number	Issue Date
Oral Health Care Implement and System with Proximity Sensor	13/624,896	9/22/2012	9,498,312	11/22/2016
Salivary Diagnostic Systems	14/188,006	2/24/2014	9,316,643	4/19/2016
Toothbrush and System with Sensors and User Identification	14/198,071	3/5/2014		
Data Transferring Powered Toothbrush	14/198,100	3/5/2014		
Connected Tableware for Quantifying Dietary Intake	14/204,586	3/11/2014		
Connected Surface with Sensors	14/210,245	3/13/2014		
Oral Screening Toothbrush	14/214,734	3/15/2014	9,345,408	5/24/2016
Oral Health Care Implement and System with Oximetry Sensor	13/650,693	10/12/2012		
Connected Health Care System	14/492,016	9/20/2014		
Connected Tracker for Oral Health Implements	14/535,306	11/6/2014		

TRADEMARKS

Mark	Serial Number	Filing Date	Registration Number	Registration Date
BEAM	85547493	2/20/2012	4459637	12/31/2013

COPYRIGHTS

NONE