

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420835

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity Type: Limited Liability Company previously recorded on Reel 006006 Frame 0614. Assignor(s) hereby confirms the Entity Type: Limited Liability Company.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doctors Online Services, LLC d/b/a Fruition		02/01/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Fruition Growth LLC		
Street Address:	201 Fillmore Street Suite 200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86040704	FRUITION	
Serial Number:	77385533	PROTECTEDSHOP.COM	
Registration Number:	4279073	FRIDGETHAT	
Registration Number:	3193134	FRUITION	
Registration Number:	3495732	GUARDEDSITE	
CORRESPONDENCE DATA			
Fax Number:	4156753434		
<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:	415-675-3400		
Email:	katherine.keating@bryancave.com		
Correspondent Name:	Katherine A. Keating		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0552566		
NAME OF SUBMITTER:	Katherine A. Keating		
SIGNATURE:	/katherine keating/		

CH \$140.00 86040704

DATE SIGNED:	03/23/2017
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Total Attachments: 8

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- source=Fruition - corr IP Assignment Agreement#page2.tif
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doctors Online Services, LLC d/b/a Fruition		02/01/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Fruition Growth LLC		
Street Address:	201 Fillmore Street Suite 200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4279073	FRIDGETHAT	
Registration Number:	3193134	FRUITION	
Registration Number:	3495732	GUARDEDSITE	
Serial Number:	86040704	FRUITION	
Serial Number:	77385533	PROTECTEDSHOP.COM	
CORRESPONDENCE DATA			
Fax Number:	4156753434		
<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:	415-675-3400		
Email:	sftmdocketing@bryancave.com		
Correspondent Name:	Katherine Keating		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0552566		
NAME OF SUBMITTER:	Katherine A. Keating		
SIGNATURE:	/katherine keating/		
DATE SIGNED:	03/07/2017		

CH \$140.00 4279073

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement and the schedules and exhibits attached hereto (this "*Assignment*"), dated February 1, 2017 (the "*Effective Date*"), is by and between Fruition Growth LLC, a Colorado limited liability company (the "*Company*"), and Doctors Online Services, LLC d/b/a Fruition, a Colorado limited liability company ("*Old Fruition*"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Assignment and Contribution Agreement (the "*Contribution Agreement*"), dated as of the date hereof, by and between the Company and Old Fruition.

WHEREAS, in accordance with the terms of the Contribution Agreement, the Company is accepting and assuming from Old Fruition certain assets and liabilities in exchange for all membership interests in the Company (the "*Transaction*"), including all Old Fruition Intellectual Property; and,

WHEREAS, to induce the Company to consummate the Transaction, and as an express condition thereto, the Company has required the execution and delivery of this Assignment by Old Fruition;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. As used in this Assignment, the following terms will have the meanings specified below:

"*Intellectual Property Rights*" means collectively any and all rights (anywhere in the world, whether statutory, common law or otherwise) with respect to: (a) corporate names, all fictional business names, trade names, registered and unregistered trademarks, service marks, trade dress and domain names, and all registrations and applications therefore, together with the portion of the business to which the foregoing pertain, together with the goodwill associated therewith, including, but not limited to, trademarks identified on Schedule A; (b) all patents and patent applications (whether design or utility), any divisionals, continuations, continuation-in-part patents (and their relevant international equivalents) of such patents, any patents resulting from reissues, reexaminations, or extensions (and their relevant international equivalents) of such patents, and any inventions and discoveries whether or not patentable; (c) all copyrights in works of authorship, whether published or unpublished, registered and unregistered; and (d) all material data and information related to ideas, concepts, know-how, trade secrets, confidential and proprietary information, customer lists, software and algorithms, technical information, data, processes, technology, designs, developments, devices, formulae, methods, patterns, protocols, techniques, plans, drawings, works in progress and blue prints; (e) all other intellectual property, proprietary and related rights, whether protected, created or arising under the laws of the United States or any other jurisdiction owned, or licensed by Old Fruition or its subsidiaries; and (f) any rights to pursue, recover or retain damages, costs or attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

"*Old Fruition Intellectual Property*" means all Intellectual Property Rights owned, held or used by Old Fruition and used in or necessary for the conduct of the Business as currently conducted.

2. Assignment. Old Fruition hereby irrevocably assigns, transfers, and conveys to the Company, its successors, and assigns all right, title, and interest in and to any and all Old Fruition Intellectual Property in perpetuity, including the items listed on Schedule A (collectively, the "*Assigned Intellectual Property*") including, without limitation, the right to claim priority rights from any of the foregoing.

3. Waiver of Moral Rights. Old Fruition hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

4. Further Assurances. Old Fruition will promptly execute and deliver to the Company any documents necessary to complete the timely transfer of the Assigned Intellectual Property to the Company, including, without limitation, the Trademark Assignment set forth in Exhibit A to this Assignment.

5. Governing Law. This Assignment will be governed by the laws of the State of Colorado without regard to conflicts of laws principles.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

SIGNATURE PAGE FOLLOWS

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


OLD FRUITION

**DOCTORS ONLINE SERVICES, LLC d/b/a
FRUITION**


By: Brad C. Anderson, CEO

THE COMPANY:

FRUITION GROWTH LLC


By: Brad C. Anderson, CEO

Schedule A

Trademarks

Country	Trademark	App. No. or Reg. No.	Status	Owner
US	FRUITION	App. No. 86040704	Pending	Doctors Online Services, LLC
US	FRIDGETHAT	Reg. No. 4279073	Registered	Doctors Online Services, LLC
US	FRUITION	Reg. No. 3193134	Registered	Doctors Online Services, LLC
International Register	FRUITION	Reg. No. 936511	Registered	Doctors Online Services, LLC
US	GUARDEDSITE	Reg. No. 3495732	Cancelled	Doctors Online Services, LLC
US	PROTECTEDSHOP.COM	App. No. 77385533	Abandoned	Doctors Online Services, LLC

Exhibit A

Trademark Assignment

Dated February 1, 2017

WHEREAS, Doctors Online Services, LLC d/b/a Fruition, a Colorado limited liability company (the "*Old Fruition*"), is the owner of the trademarks, the trademark registrations and the trademark application identified in Schedule A-1 (the "*Trademarks*"); and,

WHEREAS, pursuant to the terms of that certain Assignment and Contribution Agreement, dated as of the date hereof (the "*Contribution Agreement*"), by and between Old Fruition and Fruition Growth LLC, a Colorado limited liability company ("*Company*"), Old Fruition has agreed to assign to Company all of Old Fruition's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Old Fruition hereby irrevocably assigns, transfers, and conveys to the Company, its successors, and assigns, Old Fruition's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks in the United States of America and all foreign countries, together with the goodwill of Old Fruition's business in which the Trademarks are used and symbolized, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.


2. This Trademark Assignment will be governed by the laws of the State of Colorado without regard to conflicts of laws principles.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

OLD FRUITION

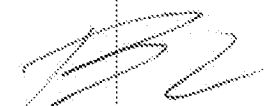
DOCTORS ONLINE SERVICES, LLC d/b/a
FRUITION


By: Brad C. Anderson, CEO

Its: CEO

THE COMPANY:

FRUITION GROWTH LLC


By: Brad C. Anderson, CEO

Schedule A-1

Trademarks

Country	Trademark	App. No. or Reg. No.	Status	Owner
US	FRUITION	App. No. 86040704	Pending	Doctors Online Services, LLC
US	FRIDGETHAT	Reg. No. 4279073	Registered	Doctors Online Services, LLC
US	FRUITION	Reg. No. 3193134	Registered	Doctors Online Services, LLC
International Register	FRUITION	Reg. No. 936511	Registered	Doctors Online Services, LLC
US	GUARDEDSITE	Reg. No. 3495732	Cancelled	Doctors Online Services, LLC
US	PROTECTEDSHOP.COM	App. No. 77385533	Abandoned	Doctors Online Services, LLC