

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421781

<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>
nPruv, Inc.		12/24/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parallel 6, Inc.		
<b>Street Address:</b>	3655 Nobel Drive, Suite 650		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4302736	NPRUV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6192350398		
<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>	6195153288		
<b>Email:</b>	pamela.lawson@procopio.com		
<b>Correspondent Name:</b>	Noel C. Gillespie - Procopio, et al.		
<b>Address Line 1:</b>	525 B Street, Suite 2200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Noel C. Gillespie		
<b>SIGNATURE:</b>	/Noel C. Gillespie/		
<b>DATE SIGNED:</b>	03/30/2017		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as December 24, 2015, by nPruv, Inc., a Delaware corporation ("Assignor"), in favor of Parallel 6, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), pursuant to which Assignee will assume from Assignor, and Assignor will convey to Assignee, substantially all the assets of Seller, including the trademark listed on Schedule A hereto (the "Trademark").

B. For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor, Assignor desires to give this Assignment for the purpose of effecting such assignment & assumption pursuant to the provisions of the Agreement.

Assignor agrees as follows, contingent and effective upon the effectiveness of the Agreement:

1. **Assignment of the Trademarks of Assignor.** Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademark.
2. **No Rights in Third Parties.** Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
3. **Further Assurances.** Assignor hereby agrees to (i) execute any necessary documents to transfer ownership of the Trademark to Assignee; (ii) send the necessary documentation or information to the to effect the transfer to Assignee; and (iii) provide Assignee all other reasonable cooperation necessary to secure the transfer of the Trademark.
4. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.
5. **Successors and Assignees.** This Assignment is executed pursuant to the Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. In the event of any conflict between this Assignment and the Agreement, the Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor caused this Assignment to be executed by its officer thereunto duly authorized on the day and year first above written.

Assignor:

nPruv, Inc.,  
a Delaware corporation



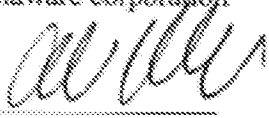
By:

Name: Brad Pruitt  
Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

Assignee:

Parallel 6, Inc.  
a Delaware corporation



By:

Name:  
Title:

SCHEDULE A

**TRADEMARK**

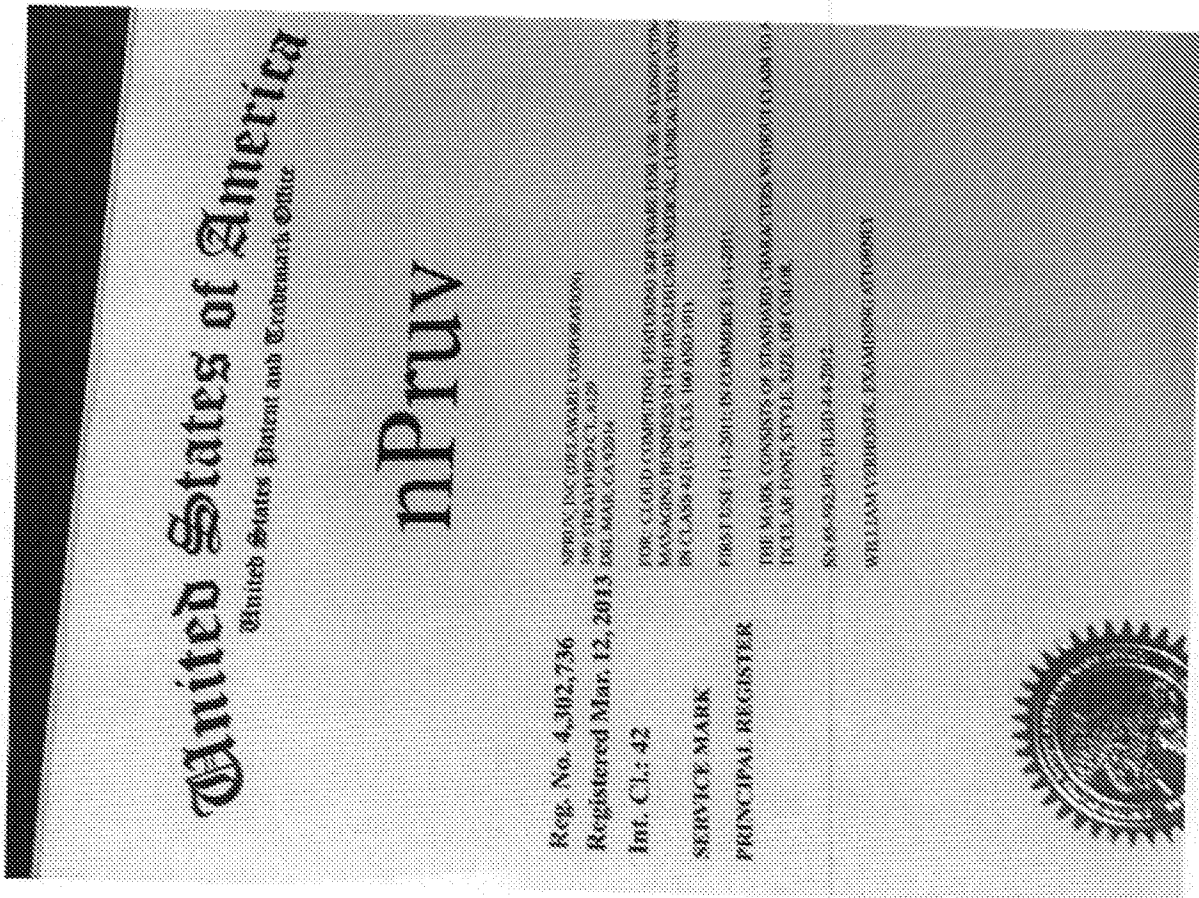
nPruv

US Application No./Filing Date: SS# 85592397 / 4/9/2013

US Registration No./Registration Date: Reg. No. 4,302,736 / Mar 12, 2013

Renewal Date: Between the 5<sup>th</sup> and 6<sup>th</sup> years after registration, then between years 9 and 10

STATUS: issued



DPK'S 120225-090002/2410168.2