

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423785

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|---|--|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thought Cycle, LLC | | 07/09/2015 | Limited Liability Company: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | University of Oregon | | |
| Street Address: | 1238 University of Oregon | | |
| City: | Eugene | | |
| State/Country: | OREGON | | |
| Postal Code: | 97403 | | |
| Entity Type: | State Agency: OREGON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85437592 | NUMBERSHIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 541-346-8921 | | |
| Email: | vrr@uoregon.edu | | |
| Correspondent Name: | Vanessa Ringgold | | |
| Address Line 1: | 1238 University of Oregon | | |
| Address Line 2: | Innovation Partnership Services | | |
| Address Line 4: | Eugene, OREGON 97403 | | |
| NAME OF SUBMITTER: | Charles R. Williams | | |
| SIGNATURE: | /Charles R. Williams/ | | |
| DATE SIGNED: | 04/14/2017 | | |
| Total Attachments: 3 | | | |
| source=NUMBERSHIRE Trademark Assignment Agreement#page1.tif | | | |
| source=NUMBERSHIRE Trademark Assignment Agreement#page2.tif | | | |
| source=NUMBERSHIRE Trademark Assignment Agreement#page3.tif | | | |

OP \$40.00 85437592

Trademark Assignment

This Assignment is by and between Thought Cycle, LLC ("Assignor") and the University of Oregon ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: NumberShire ("Trademark") and registered with the United States Trademark Office as Serial #85437592; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of _____ as provided for in the Technology Administration Agreement Between University of Oregon and Thought Cycle.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Assignment is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

4. Entire Agreement. This Assignment, as part of the Technology Administration Agreement Between University of Oregon and Thought Cycle contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Assignment may be amended only by a writing signed by both parties.

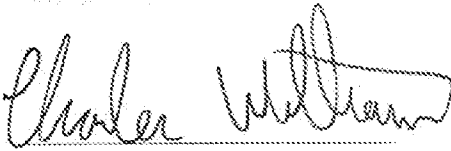
6. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

8. Governing Law. This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Oregon.

Date:

ASSIGNEE

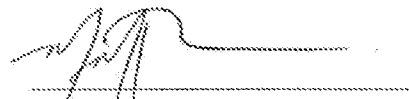


Signature

Charles Williams

Printed Name

ASSIGNOR



Signature

Marshall Gause

Printed Name

See Attached
Notarial Certificate.

TRADEMARK

REEL: 006033 FRAME: 0548

NOTARIZATION FORM

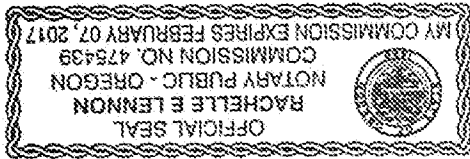
State of [state] Oregon

County of [county] Lane

July 9th, 2015

Marshall Gause and Charles Williams

On [date] before me, [notary], notary, personally appeared [name], 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.

(Seal)

Signature Rachelle E. Lennon
Oregon Notary

Commission Expires 02/07/17