

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436880

<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>
Purple Briefcase, Inc.		07/18/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ruffalo Noel Levitz, LLC		
<b>Street Address:</b>	1025 Kirkwood Parkway SW		
<b>City:</b>	Cedar Rapids		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	52404		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4796303	PURPLE BRIEFCASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508023100		
<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>	6508023000		
<b>Email:</b>	brian.lee@weil.com		
<b>Correspondent Name:</b>	Alexa Clinton		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	201 Redwood Shores Parkway		
<b>Address Line 4:</b>	Redwood Shores, CALIFORNIA 94065		
<b>NAME OF SUBMITTER:</b>	Alexa Clinton		
<b>SIGNATURE:</b>	/Alexa Clinton/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 4796303

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 18, 2017 (the "Effective Date"), is entered into by and between Purple Briefcase, Inc., a Nevada corporation ("Assignor"), and Ruffalo Noel Levitz, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of certain Intellectual Property (as defined below);

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all worldwide right, title and interest in, to and under the Assigned IP (as defined below) on the terms contained in the Purchase Agreement; and

**WHEREAS**, Assignor and Assignee now seek to consummate the sale, conveyance, assignment, transfer and delivery of the Assigned IP.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. "Intellectual Property" means all right, title and interest in or relating to intellectual property in any jurisdiction throughout the world, including: (a) all patents and patent applications and all additions, reissues, divisionals, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries, including invention disclosures, and any term extension or other governmental action which provides rights beyond the original expiration date of any of the foregoing; (b) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, algorithms, compositions, architectures, designs, layouts, database rights, drawings, plans, specifications, ideas, research and development, and confidential information (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (c) all copyrights and other rights in works of authorship (whether or not copyrightable), including exclusive exploitation rights and moral rights, and all registrations, applications and renewals therefor and extensions and reversions thereof; (d) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor; (e) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, service names, brand names and all other indicia of origin (in each case whether or not registered), and all registrations, applications and renewals therefor and all goodwill associated therewith ("Trademarks"); (f) all software (including source code, executable code, systems, network tools, data, databases, firmware, and related documentation); (g) all other proprietary and intellectual property rights; and (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire worldwide right, title and interest in, to and under all Intellectual Property (including the Trademarks set forth on Schedule 1) and all goodwill associated with or symbolized by such Intellectual Property, the same to be held and enjoyed by Assignee for its own

use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and all rights to sue (including for damages and injunctive relief) for any past, present or future infringement, misappropriation, violation, dilution or other unauthorized use of any of the foregoing (all of the foregoing collectively, the "Assigned IP").

3. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Assigned IP and issue the patents, trademark registrations and copyright registrations from any pending applications included in the Assigned IP to Assignee upon issuance or registration.

4. Upon reasonable request by Assignee at any time and from time to time after the Effective Date, Assignor covenants and agrees to execute additional documents and take other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Assigned IP set forth herein, and to vest in Assignee the same right, title and interest in, to and under the Assigned IP that Assignor may have, including assisting Assignee with prosecution, maintenance and enforcement of any of the Assigned IP. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned IP or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and is and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

5. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and the successors by operation of law and permitted assigns of the parties. It is understood that any finding of invalidity of the assignment of any particular Assigned IP as effected hereby shall not affect the assignment of any other Assigned IP. The construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by Assignor and Assignee. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". This Assignment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR**

Purple Briefcase, Inc.

By: 

Name: Brian Keenan

Title: President

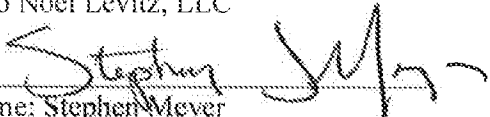
[SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 006115 FRAME: 0485**

ASSIGNEE

Ruffalo Noel Levitz, LLC

By:

  
Name: Stephen Meyer

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 006115 FRAME: 0486**

## Schedule 1

### Trademarks

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
purplebriefcase	United States	Registered	86272740	06-MAY-2014	4796303	18-AUG-2015