

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ecoark Holdings, Inc		04/10/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Eco3d Acquisition, LLC		
Street Address:	5013 E Washington Street #170		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	86034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87174297	ECOVERIFY	
Serial Number:	87174316	ECOVERITAS	
Serial Number:	87174355	ECO3D REALITY VIEWER (ERV)	
Serial Number:	87274361	LUV ARMY	
Serial Number:	87174373	ECO3D BUILDING INFORMATION MODEL	
Serial Number:	87210788	ECO3D LIGHT	
Serial Number:	87210800	ECO3D LITE	
Serial Number:	87210811	ECO3D SOLAR	
Serial Number:	87210825	ECO3D SOLAR SCAN	
Serial Number:	87210835	ECO3D ENERGY EFFICIENCY AS-BUILT	
Serial Number:	87240627	ECO3D CAPTURE. CREATE. CONSULT.	
Serial Number:	87174333	ECO3D	
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:	603-336-3026		
Email:	klang@loginovlaw.com		
Correspondent Name:	Kristen M. Lang		
Address Line 1:	214 South Main Street		
TRADEMARK			

OP \$315.00 87174297

Address Line 4:	Concord, NEW HAMPSHIRE 03301
NAME OF SUBMITTER:	Kristen M. Lang
SIGNATURE:	/Kristen M. Lang/
DATE SIGNED:	08/04/2017
Total Attachments: 2 source=EcoArkAssignmentDocument0000 Fully Executed#page1.tif source=EcoArkAssignmentDocument0000 Fully Executed#page2.tif	

**TRADEMARK
ASSIGNMENT AGREEMENT**

Acquisition
KP

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of April 10, 2017 by Ecoark Holdings, Inc. ("Assignor"), a Nevada Corporation, with its principal place of business at 3333 Pinnacle Hills Pkwy, Suite 220, Rogers, AR 7275 to and for the benefit of Eco3d LLC ("Assignee"), a Delaware limited liability company, with its principal place of business at 5013 E Washington Street, #170, Phoenix, AZ 85034.

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed below and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Trademark and the related goodwill, including, without limitation, all trademark applications and registrations worldwide therefor in particular the United States Trademark Application serial numbers 87174297, 87174316, 87174333, 87174355, 87174361, 87174373, 87210788, 87210800, 87210811, 87210825, 87210835, 87240627;

WHEREAS, the Assignor and Assignee have entered into an Asset and Purchase Agreement dated April 10, 2017, under the terms of which certain assets have been transferred by Assignor to Assignee, including the Trademarks (listed in Paragraph 5 below); and

WHEREAS, Assignee is desirous of acquiring said marks and applications thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges:

1. Assignor hereby assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest throughout the world in and to the Trademarks (listed below in Paragraph 5) and the goodwill of the business on which the marks are used, including, without limitation, all trademark applications and registrations worldwide.

2. Assignor further assigns to Assignee all causes of action for infringement of the Trademarks together with any resulting recovery of damages, attorney's fees and costs from acts which may have occurred prior to the effective date of this Assignment.

3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Trademarks to Assignee and otherwise carry out the intent of this Assignment, provided that Assignee reimburses Assignor for its reasonable out-of-pocket expenses therefore.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under the Assignor's direction, and all those in privity therewith.

5. The Trademarks pursuant to this Assignment are as follows:

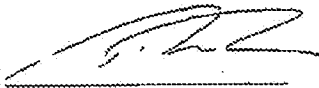
ECO3D Serial #87174333
ECO REALITY VIEWER (ERV) Serial #87174355
ECOVERIFY Serial #87174297
ECOVERITAS Serial #87174316
ECO3D AS-BUILT Serial #87174361
ECO3D BUILDING INFORMATION MODEL Serial #87174373
ECO3D LIGHT Serial #87210788
ECO3D LITE Serial #87210800
ECO3D SOLAR Serial #87210811
ECO3D SOLAR SCAN Serial #87210825
ECO3D ENERGY EFFICIENCY AS-BUILT Serial #87210835
ECO3D LOGO Serial #87240627


6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective for all purposes as of April 10, 2017.

ASSIGNOR:

ASSIGNEE:

By: 

By: 

Name: Troy Richards, CAO

Name: Ken Schmerz