

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAVVYSHERPA, INC.		11/09/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Qualcomm Life, Inc.		
Street Address:	5775 Morehouse Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121-1714		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4598926	FIT	
Registration Number:	4611270	FIT FREQUENCY, INTENSITY, TENACITY	
Registration Number:	4586156	HAT TRICK MOTION	
Registration Number:	4631153	TRIO	
Registration Number:	4832475	TRIO MOTION	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	kristen.koines@arentfox.com		
Correspondent Name:	N. Christopher Norton		
Address Line 1:	1717 K St., NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	032592.Savvy		
NAME OF SUBMITTER:	N. Christopher Norton		
SIGNATURE:	/N. Christopher Norton/		
DATE SIGNED:	01/25/2018		
Total Attachments: 6			

OP \$140.00 4598926

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into effective as of November 9, 2016, by and between Qualcomm Life, Inc., a California corporation ("Assignee") and Savvysherpa, Inc., a Minnesota corporation (the "Assignor"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 9, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks as specified in **Exhibit A** hereto for consideration and upon the terms and conditions set forth in the Asset Purchase Agreement; and

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest to the Assigned Trademarks in and throughout the United States of America, its territories and all foreign countries, in, to and under respective registrations, together with any and all of the goodwill of the business symbolized by and associated with the Assigned Trademarks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers, and benefit to the Assigned Trademarks, due or accrued, and including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs, and attorney fees, arising out of any infringement of the Assigned Trademarks, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks. Assignor further authorizes the respective trademark office or governmental agency in each other jurisdiction to issue any and all trademarks which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints

Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

8. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California. The parties hereto irrevocably submit to the exclusive jurisdiction of the United States District Courts in California (or, if subject matter jurisdiction in that court is not available, in the State courts of California) for all disputes between the parties hereto arising out of or relating to this Assignment. The parties hereby consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereto waives, and agrees not to assert in any such dispute, to the fullest extent permitted by Applicable Laws, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

[Signature page follows.]

QUALCOMM LIFE, INC.



Name: Rick Valencia
Title: President

SAVVYSHERPA, INC.

Name: Joe Hafermann
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

QUALCOMM LIFE, INC.

Name: Rick Valencia
Title: President

SAVVYSHERPA, INC.



Name: Joe Hagermann
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Exhibit A

Assigned Trademarks

Application Number	Registration number	Mark	Filing Date	Type	Registration Date	Owner
86111561	4,832,475	Trio Motion	2013-11-06	Word	2015-10-13	Trio Motion LLC Assignment to Savvy executed and filed for recordation.
86111875	4,631,153	Trio	2013-11-06	Word	2014-11-04	Fortify Technologies, LLC Assignment to Savvy executed filed for recordation.
86115146	4,598,926	FIT 	2013-11-11	Design	2014-09-02	Fortify Technologies, LLC Assignment to Savvy executed filed for recordation.
86110831	4,611,270	FIT Frequency Intensity Tenacity & Design  Frequency, Intensity, Tenacity	2013-11-05	Design	2014-09-23	Fortify Technologies, LLC Assignment to Savvy executed filed for recordation.
86142908	4,586,156	Hat Trick Motion	2013-12-13	Word	2014-08-12	Fortify Technologies, LLC Assignment to Savvy executed filed for recordation.
N/A	N/A		N/A	Common Law	N/A	N/A