TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488874

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
|-----------------------|--|--|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|-------------|
| Shane Skinner | | 08/31/2018 | INDIVIDUAL: |

RECEIVING PARTY DATA

| Name: | RECORD360 INC. | | |
|-----------------|-----------------------------|--|--|
| Street Address: | 1126 34th Avenue, Suite 204 | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98122 | | |
| Entity Type: | Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4811894 | RECORD360 |
| Registration Number: | 4782422 | RECORD360 |

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

Phone: 206-359-8000

Email: pctrademarks@perkinscoie.com

Alexander J.A. Garcia Correspondent Name: Address Line 1: 1201 Third Ave., Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

| ATTORNEY DOCKET NUMBER: | 127402-0014 |
|-------------------------|----------------------|
| NAME OF SUBMITTER: | Sabrina J. Rideout |
| SIGNATURE: | /Sabrina J. Rideout/ |
| DATE SIGNED: | 09/06/2018 |

Total Attachments: 4

source=Record360 - EXECUTED - Trademark Assignment Agreement - Aug 31 2018#page1.tif source=Record360 - EXECUTED - Trademark Assignment Agreement - Aug 31 2018#page2.tif source=Record360 - EXECUTED - Trademark Assignment Agreement - Aug 31 2018#page3.tif source=Record360 - EXECUTED - Trademark Assignment Agreement - Aug 31 2018#page4.tif

> **TRADEMARK** REEL: 006432 FRAME: 0938

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Shane Skinner, an individual citizen of the United States ("Assignor") and Record360 Inc., a Delaware corporation ("Assignee");

WHEREAS, Assignor owns the rights, title, and interest in and to the trademarks as set forth in Schedule A, incorporated herewith;

WHEREAS, Assignee desires to acquire the rights, title, and interest in and to the trademarks as set forth in Schedule A, and any goodwill and common law rights appurtenant thereto (hereinafter collectively referred to as the "Trademarks");

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their signatures below, the parties, intending to be legally bound, agree as follows:

- 1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademarks currently owned by Assignor, including the goodwill and common law rights appurtenant thereto.
- 2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party.
- 3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 4. The parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original. Any signature by fax or PDF file shall be deemed an original signature.
- 5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.
- 6. This agreement shall be effective as of the date of the last signature below ("Effective Date").

[Signature Page Follows]

TRADEMARK
REEL: 006432 FRAME: 0939

ASSIGNOR ASSIGNEE SHANE SKINNER RECORD360 INC. Signature: Signature: Name: Shane Skinner Date: August 31, 2018 Title: Chief Executive Officer

Date:

August 31, 2018

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SCHEDULE A

| Citation | Country | Application | Application | Registration | Registration | Goods and Services |
|-----------|------------------|-----------------|-----------------|-------------------|---------------------|---|
| RECORD360 | United States | Number 86513001 | 23-JAN- 2015 | Number 4811894 | Date 15-SEP-2015 | Class 9: Computer application software for mobile phones, computers, portable media players, handheld computers, and tablets, namely, software for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property; downloadable software in the nature of a mobile application for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property Class 42: Providing a website featuring on-line non-downloadable software that enables users to store, view, retrieve, send, and manage video, images, audio, and text for the purpose of documenting the condition of property |
| RECORD360 | United States | 85910052 | 20-APR- 2013 | 4782422 | 28-JUL-2015 | Class 9: Recording and playing devices for sound and image carriers; remote video monitoring system consisting primarily of a camera and video monitor for recording and transmitting images to a remote location |
| RECORD360 | Canada | 1734955 | 29-JUN- 2015 | TMA944236 | 26-JUL-2016 | Computer application software for mobile phones, computers, portable media players, handheld computers, and tablets, namely, software for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property; downloadable software in the nature of a mobile application for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property Providing a website featuring on-line non-downloadable software that enables users to store, view, retrieve, send, and manage video, images, audio, and text for the purpose of documenting the condition of property |

| Citation | Country | Application Number | Application Date | Registration Number | Registration Date | Goods and Services |
|-----------|---|-----------------------|---------------------|------------------------|----------------------|---|
| RECORD360 | International Registration - Designating European Union and Japan | 1266168 | 26-JUN- 2015 | 1266168 | 26-JUN-2015 | Class 9: Computer application software for mobile phones, computers, portable media players, handheld computers, and tablets, namely, software for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property; downloadable software in the nature of a mobile application for recording, uploading, and storing video, images, audio, and text for the purpose of documenting the condition of property Class 42: Hosting a website featuring on-line non-downloadable software that enables users to store, view, retrieve, send, and manage video, images, audio, and text for the purpose of documenting the condition of property |

RECORDED: 09/06/2018