



MAR 27 2020

To the Director of the U. S. Patent and T

nents; or, the new address(es) below.

1. Name of conveying party(ies):
BLUEANALYTICS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BLYNCSY, INC.

Street Address: 175 W. 200 S., STE 1000

City: SALT LAKE CITY

State: UTAH

Country: USA Zip: 84101

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87700145

B. Trademark Registration No.(s)

5687181

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

11/28/2017 (APPLICATION)

568718-02/26/2019

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: BLYNCSY, INC.

Internal Address: ATTN: MARK PITTMAN

Street Address: 175 W. 200 S., STE 1000

City: SALT LAKE CITY

State: UTAH Zip: 84101

Phone Number: 385-216-0590

Docket Number: _____

Email Address: MARK.E.PITTMAN@BLYNCSY.COM

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00 E

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

3/20/20 Date

MARK PITTMAN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark	Ser. No. / App. Date	Reg. No. / Reg. Date
BLUEMAC	Common Law Trademark	
BLUEMAC ANALYTICS	Common Law Trademark	
B	87700145, November 28, 2017	5687181, February 26, 2019

14361991_v2

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is effective as of March 20, 2020, by and between BlueAnalytics, LLC., an Oregon Limited Liability Company ("Assignor"), and Blynco, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties are party to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement");

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has sold, transferred, assigned, conveyed, and delivered to Assignee, among other assets, certain rights in trademarks, service marks and trade names, including, but not limited to, common law rights in these marks, as represented by the trademarks and their associated registrations and applications described on Schedule A attached to and made a part of this Assignment ("Trademarks"); and

WHEREAS, Assignor desires to transfer the Trademarks, including, without limitation, all domestic and foreign rights, registrations and applications related thereto and all goodwill associated with and symbolized by the Trademarks, to Assignee, as part of the business to which the Trademarks pertain, and Assignee desires to receive the Trademarks;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to (i) the Trademarks and all associated registrations and applications, both domestic and foreign, together with all goodwill associated with and symbolized by the Trademarks, including those in common law; and (ii) all claims, counterclaims, causes of action, rights or recourse of Assignor against third parties relating to the Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent. Notwithstanding the foregoing, the Parties agree that Assignee shall retain a limited license to use the Trademarks as set forth in the Asset Purchase Agreement.

2. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

4. Any disputes arising under this Assignment will be resolved pursuant to the dispute resolution provisions in the Asset Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their duly authorized representatives effective as of the day and year first above written.

ASSIGNOR:

BLUEANALYTICS, LLC.

By: Mark A Vandehey
Mark A Vandehey (Mar 20, 2020)

Name: Mark A Vandehey

Title: Manager

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their duly authorized representatives effective as of the day and year first above written.

ASSIGNEE:

BLYNCSY, INC.

By: Mark Eric Pittman

Name: Mark Eric Pittman

Title: Chief Executive Officer