

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShopWell Solutions, Inc.		05/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	YottaMark, Inc.		
Street Address:	1400 Bridge Parkway		
Internal Address:	Suite 101		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3803971	SHOPWELL	
CORRESPONDENCE DATA			
Fax Number:	5104511527		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	510 451 3300		
Email:	dnewton@fablaw.com		
Correspondent Name:	Dawn Newton		
Address Line 1:	1221 Broadway		
Address Line 2:	Fitzgerald Abbott & Beardsley LLP		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	10287-25928		
NAME OF SUBMITTER:	Dawn Newton		
Signature:	/DNewton/		

OP \$40.00 3803971

Date:

05/23/2013

Total Attachments: 5

source=SHOPWELL Trademark assignment#page1.tif

source=SHOPWELL Trademark assignment#page2.tif

source=SHOPWELL Trademark assignment#page3.tif

source=SHOPWELL Trademark assignment#page4.tif

source=SHOPWELL Trademark assignment#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of May 23, 2013, by and between ShopWell Solutions, Inc., a Delaware corporation ("*Assignor*") and YottaMark, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of May 23, 2013 (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Exhibit A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from the Assignor, all of the right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the

event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

5. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

ShopWell Solutions, Inc.

By: _____

Robb R...

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]


TRADEMARK
REEL: 005034 FRAME: 0475

The foregoing Assignment is hereby accepted as of the 23 day of May, 2013.

ASSIGNEE:

YottaMark, Inc.

By: _____


Paul Gifford, Chief Operating Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005034 FRAME: 0476

EXHIBIT A
ASSIGNED TRADEMARKS

SHOPWELL Trademark, USPTO Reg. No. 3,803,971