

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Auto Rx, LC		01/29/2015	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mitchell International, Inc.		
<b>Street Address:</b>	6220 Greenwich Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4256359	AUTORX	
<b>Registration Number:</b>	4171592	AUTORX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Lynn M. Humphreys		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	56495-10		
<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys		
<b>SIGNATURE:</b>	/LMH/		
<b>DATE SIGNED:</b>	02/05/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

**WHEREAS**, each of (i) Cogent Works, LC, a Utah limited liability company, with offices at 480 East 6400 South, Suite 210, Murray, UT, (ii) Auto Rx, LC, a Utah limited liability company, with offices at 480 East 6400 South, Suite 210, Murray, UT, (iii) Comp Today, LC, a Utah limited liability company, with offices at 480 East 6400 South, Suite 210, Murray, UT and (iv) Cogent Care, LLC, a Utah limited liability company, with offices at 480 East 6400 South, Suite 210, Murray, UT (each an “ASSIGNOR” and collectively, the “ASSIGNORS”) owns certain trademarks and/or service marks, as listed in Exhibit A attached hereto and incorporated herein by this reference, and applications and/or registrations for such marks (“MARKS”);

**WHEREAS**, Mitchell International, Inc., a Delaware corporation, with offices at 6220 Greenwich Drive, San Diego, CA 92122 (together with its successors or assigns, “ASSIGNEE”), desires to acquire all of the right, title and interest of each ASSIGNOR in, to and under the MARKS, together with the goodwill associated with the MARKS; and

**WHEREAS**, each ASSIGNOR, ASSIGNEE and certain other parties thereto have executed that certain Asset Purchase Agreement dated as of November 25, 2014 (as amended from time to time, the “Purchase Agreement”), assigning, among other things, all right, title and interest in and to the MARKS from each ASSIGNOR to ASSIGNEE, together with the goodwill associated with the MARKS.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, each ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, including the applications and/or registrations for the MARKS, together with the goodwill associated with the MARKS and the portion of the business of each ASSIGNOR to which the MARKS pertain, including the right to sue and recover for any past, present or future infringement, misappropriation or violation of rights related to the foregoing;

**FURTHER**, each ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, to transfer ownership of the MARKS to ASSIGNEE as assignee of the entire right, title and interest therein or otherwise as ASSIGNEE may direct, in accordance with this Trademark Assignment, and to issue to ASSIGNEE any registration that may issue with respect to the pending application for the MARKS.

**FURTHER**, each ASSIGNOR agrees, at the request of ASSIGNEE, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, ASSIGNEE and its successors and assigns, the entire right, title and interest in and to the MARKS and otherwise to effectuate fully the purposes, terms and conditions of this Trademark Assignment; and

**FURTHER**, nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict between the terms and provisions of this Trademark Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This Trademark Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each ASSIGNOR has caused this Trademark Assignment to be duly executed by an authorized officer on this 29<sup>th</sup> day of January, 2015.

**ASSIGNOR:**

**COGENT WORKS, LC**

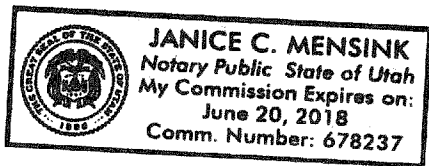
By: Annapurna, Inc.  
Its Managing Member

By: Brian Anderson  
Brian Anderson,  
President

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On January 29, 2015, before me, the undersigned notary public in and for said County and State, personally appeared Brian Anderson, who proved to me on the basis of satisfactory evidence to be the President of Annapurna, Inc., a Utah corporation, the Managing Member of Cogent Works, LC, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.




Janice C. Mensink  
My commission expires on  
6/20/18

IN WITNESS WHEREOF, each ASSIGNOR has caused this Trademark Assignment to be duly executed by an authorized officer on this 29<sup>th</sup> day of January, 2015.

**ASSIGNOR:**

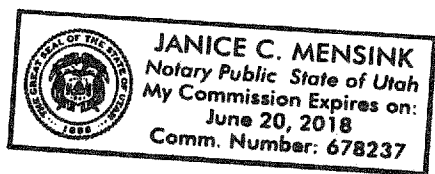
**AUTORX, LC**


By:   
Brian Anderson,  
Its Sole Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On January 29, 2015, before me, the undersigned notary public in and for said County and State, personally appeared Brian Anderson, who proved to me on the basis of satisfactory evidence to be the sole manager of AutoRx, LC, a Utah limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.




  
My commission expires on  
6/20/18

IN WITNESS WHEREOF, each ASSIGNOR has caused this Trademark Assignment to be duly executed by an authorized officer on this 29<sup>th</sup> day of January, 2015.

**ASSIGNOR:**

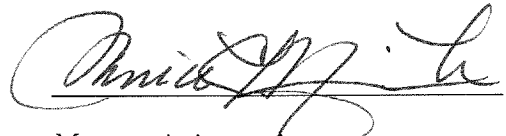
**COMP TODAY, LC**

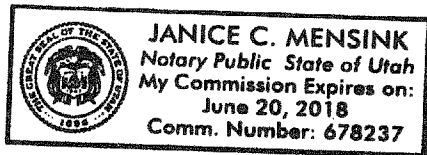
By:   
Brian Anderson,  
Its Sole Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On January 29, 2015, before me, the undersigned notary public in and for said County and State, personally appeared Brian Anderson, who proved to me on the basis of satisfactory evidence to be the sole manager of Comp Today, LC, a Utah limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

  
My commission expires on  
6/20/18




IN WITNESS WHEREOF, each ASSIGNOR has caused this Trademark Assignment to be duly executed by an authorized officer on this 29<sup>th</sup> day of January, 2015.

**ASSIGNOR:**

**COGENT CARE, LLC**

By: Cogent Works, LC  
Its Managing Member

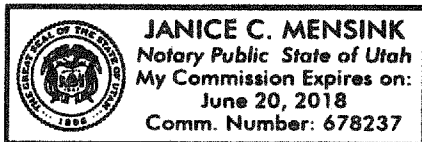
By: Annapurna, Inc.  
Its Managing Member


By:   
Brian Anderson,  
President

STATE OF UTAH )  
) ss.  
COUNTY OF SALT LAKE )

On January 29, 2015, before me, the undersigned notary public in and for said County and State, personally appeared Brian Anderson, who proved to me on the basis of satisfactory evidence to be the President of Annapurna, Inc., a Utah corporation, the Managing Member of Cogent Works, LC, which is the Managing Member of Cogent Care, LLC, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.



  
My commission expires on  
6/20/18

**EXHIBIT A**

1. Auto Rx, LC, owns word mark "AUTORX", with registration number 4256359 and serial number 85473410, filed November 15, 2011.
2. Auto Rx, LC, owns word mark "AUTORX", with registration number 4171592 and serial number 85473362, filed November 15, 2011.
3. Comp Today, LC, owns word mark "COMPTODAY", with registration number 4171636 and serial number 85473990, filed November 16, 2011.
4. Comp Today, LC, owns word mark "COMPTODAY", with registration number 4171600 and serial number 85473442, filed November 15, 2011