

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenough Consulting Group, solely in its capacity as assignee of creditors of RidePal, Inc.		10/27/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	iCommute, Inc.		
Street Address:	Pier 50		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94158		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4453586	RIDE PAL DRIVE LESS LIVE MORE.	
CORRESPONDENCE DATA			
Fax Number:	5039434801		
<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:	503-943-4828		
Email:	lpartmann@orrick.com		
Correspondent Name:	Kristin S. Cornuelle		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	34518.1		
NAME OF SUBMITTER:	Kristin S. Cornuelle		
SIGNATURE:	/Kristin S. Cornuelle/		
DATE SIGNED:	10/28/2016		
Total Attachments: 2			
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source=Fully Executed RidePal Trademark Assignment Agreement#page2.tif			

CH \$40.00 4453586

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of July 12, 2016 by and between Greenough Consulting Group, a California corporation, solely in its capacity as the assignee for the benefit of creditors of RidePal, Inc., a California corporation ("Assignor") and iCommute, Inc., a Delaware corporation ("Assignee");

WHEREAS, Assignor owns all right, title and interest in and to the trademark RIDE PAL DRIVE LESS LIVE MORE., U.S. Registration No. 4,453,586 (the "Trademark");

WHEREAS, pursuant to the Bill of Sale dated September 2, 2015, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Trademark, including all goodwill associated therewith;

WHEREAS, the parties wish to execute and deliver this Trademark Assignment Agreement for the purpose of assigning the Trademark from Assignor to Assignee.

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

1. Assignor hereby conveys, transfers and assigns to Assignee all right, title and interest in and to the Trademark, together with any registrations or applications for the Trademark worldwide; the goodwill of the business symbolized by the Trademark; and all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or other violations, and receive all damages, payments, costs and fees associated therewith.
2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Trademark.

This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Trademark Assignment Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto, and any purported assignment without such consent shall be void.

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered as of the date first written above.

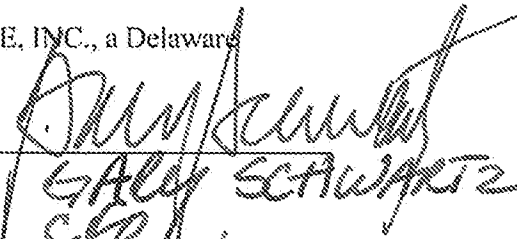
ASSIGNOR:

GREENOUGH CONSULTING
GROUP, solely in its capacity as the
assignee for the benefit of creditors of
RidePal, Inc.

By: 
Name: EDGAR P. CANTI
Title: Consulting CFO
Date: 10/27/2016

ASSIGNEE:

ICOMMUTE, INC., a Delaware
corporation

By: 
Name: GALEY SCHWARTZ
Title: CFO
Date: 10/27/16