

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shopatron, LLC		01/30/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kibo Software, Inc.		
Street Address:	717 North Harwood Street		
Internal Address:	Suite 1800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3814087	ONBLOCKS	
Registration Number:	3814084	SHOPATRON	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Catherine J. Holland		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	KIBO.018/019T		
NAME OF SUBMITTER:	Catherine Holland		
SIGNATURE:	/Catherine Holland/		
DATE SIGNED:	03/20/2017		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 30th day of January 2017, by and between Shopatron, LLC, a California limited liability company having a place of business at 825 Buckley Road, Suite 200, San Luis Obispo, CA 93401 (hereinafter referred to as "ASSIGNOR"), and Kibo Software, Inc., a Delaware corporation having a place of business at 717 North Harwood St. Ste. 1800, Dallas TX 75201 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal and foreign trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Shopatron, LLC,
a California limited liability company

DocuSigned by:
By: Rick Simpson
88080C5823FD4A2...
Printed Name: Rick Simpson

Title: Chief Financial Officer

Date: 1/30/2017

Kibo Software, Inc.,
a Delaware corporation

DocuSigned by:
By: Rick Simpson
88080C5823FD4A2...
Printed Name: Rick Simpson

Title: Chief Financial Officer

Date: 1/30/2017

SCHEDULE A

Marks:

ONBLOCKS
SHOPATRON**SCHEDULE B**

U.S. Federal Trademark Registrations:

<u>MARKS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
ONBLOCKS	3814087	July 6, 2010	42
SHOPATRON	3814084	July 6, 2010	42

Foreign Trademark Registrations:

<u>MARKS</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
SHOPATRON	Brazil	830900411	June 28, 2016	42
SHOPATRON	Canada	TMA815545	January 13, 2012	42
SHOPATRON	International Registration designating Australia, China, European Union and Norway	1063262	December 14, 2010	42

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