

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449083

<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>
Emeric, Inc.		03/31/2017	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mitchell International, Inc.		
<b>Street Address:</b>	6220 Greenwich Dr.		
<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>Serial Number:</b>	87291650	SCRIPT MONITOR	
<b>Serial Number:</b>	87350559	SCRIPT CONTROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
<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>	(858) 720-8900		
<b>Email:</b>	dmtmdocketing@sheppardmullin.com		
<b>Correspondent Name:</b>	Lisa M. Martens		
<b>Address Line 1:</b>	12275 El Camino Real, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130-2006		
<b>ATTORNEY DOCKET NUMBER:</b>	13CN-263193		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>SIGNATURE:</b>	/Lisa M. Martens/		
<b>DATE SIGNED:</b>	10/30/2017		
<b>Total Attachments: 4</b>			
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ANNEX A

ASSIGNMENT OF TRADEMARKS - FOR RECORDATION PURPOSES

This Trademark Assignment (this "Assignment") is entered into as of March 31, 2017 and is delivered in connection with (i) that certain Intellectual Property Assignment Agreement (the "IP Agreement") entered into as of March 31, 2017 by and between Mitchell International, Inc., a Delaware corporation (the "Purchaser") and Emeric, Inc., an Alabama corporation (the "Seller"), and (ii) that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of March 31, 2017 by and among Assignor, Assignee, and stockholders of the Seller identified on Schedule A of the Purchase Agreement (collectively, the "Stockholders"). The Seller and the Purchaser are occasionally referred to herein collectively as the "Parties" and each individually as a "Party". Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement.

**RECITALS**

**WHEREAS**, the Seller has delivered this Assignment signed by the Seller to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth herein; and

**WHEREAS**, this Assignment supplements and is in addition to all other rights of the Purchaser under the IP Agreement and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this Assignment, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the registered trademarks specifically listed in Schedule A to this Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Schedule A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule A; and

(iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark.

This Assignment is made in connection with the sale of the business to which the Marks relate. As of the date first set forth above, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above.

This Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth above.

EMERIC, INC.

By:

A handwritten signature in cursive script, appearing to read "Donald W. Clark", is written over a horizontal dotted line.

*[Signature Page to Trademark Assignment]*

Schedule A

Mark	Application/ Serial Number	Filing Date	Country	Registration Number	Registration Date	Class
SCRIPT MONITOR	87291650	January 6, 2017	USA			35; 36
SCRIPT CONTROL	87350559	February 27, 2017	USA			35; 36