

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484897

<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>
Illumitrac, LLC		08/01/2018	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Itrac LLC		
<b>Street Address:</b>	425 W. 3rd Ave		
<b>City:</b>	Eugene		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4959622	CUT OUT THE INSURANCE MIDDLEMAN	
<b>Registration Number:</b>	4959610	ILLUMISURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184877777		
<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>	5184877643		
<b>Email:</b>	cbartini@woh.com		
<b>Correspondent Name:</b>	Colleen A. Bartini, Paralegal		
<b>Address Line 1:</b>	One Commerce Plaza		
<b>Address Line 2:</b>	Whiteman Osterman & Hanna LLP		
<b>Address Line 4:</b>	Albany, NEW YORK 12260		
<b>NAME OF SUBMITTER:</b>	Colleen A Bartini		
<b>SIGNATURE:</b>	/Colleen A Bartini/		
<b>DATE SIGNED:</b>	08/06/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”) is made as of August 1, 2018 by and between **ILLUMITRAC, LLC f/k/a ILLUMISURE**, an Oregon limited liability company (“**Assignor**”) and **ITRAC LLC**, a Delaware corporation (the “**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the “**Trademarks**”) that are registered with the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee, and certain other parties thereto, Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Trademarks, to Assignee; and

**WHEREAS**, Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby agrees as follows:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Trademarks and to fully and entirely stand in the place of Assignor in all matters related thereto.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or

Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in identical counterparts and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single document. A facsimile, photocopy or a copy in PDF or other digitized imaged format shall be deemed an original document for all purposes.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

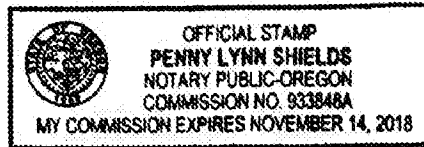
ASSIGNOR:

ILLUMITRAC, LLC

By: [Signature]  
Name: Tyson Steele  
Title: Managing Member

By: [Signature]  
Name: Gjusta Steele  
Title: Managing Member

State of Oregon )  
County of Lane )



Then personally appeared Tyson Steele, the Managing Member of the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 1 of PS ~~July~~, 2018.  
August

[Signature]  
Notary Public \_\_\_\_\_

My commission expires: 11/14/2018

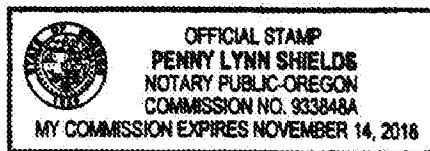
State of Oregon )  
County of Lane )

Then personally appeared Gjusta Steele, the Managing Member of the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 1 of PS ~~July~~, 2018.  
August

[Signature]  
Notary Public \_\_\_\_\_

My commission expires: 11/14/2018

[Signature Page to Trademark Assignment]



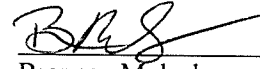
ASSIGNEE:

**ITRAC LLC**

BY: ITRAC HOLDCO LLC

ITS: SOLE MEMBER

By:



Name: Brennan Mulcahey

Title: Chairman

[Signature Page to Trademark Assignment]

SCHEDULE A  
TO  
TRADEMARK/SERVICE MARK ASSIGNMENT

<b>Trademark / Service mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Date of Registration</b>
CUT OUT THE INSURANCE MIDDLEMAN	4959622	86743059	May 17, 2016
ILLUMISURE	4959610	86742915	May 17, 2016