TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM373977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Switchmate Inc.		02/10/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Switchmate Home LLC	
Street Address:	2440 Camino Ramon, #360	
City:	San Ramon	
State/Country:	CALIFORNIA	
Postal Code:	94583	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86388983	SWITCHMATE

CORRESPONDENCE DATA

Fax Number: 2147401499

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.

Phone: 214.740.1474

Email: danicam@bellnunnally.com

Correspondent Name: Danica L. Mathes

3232 McKinney Avenue, Suite 1400 Address Line 1:

Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER:	10300.1
NAME OF SUBMITTER:	DANICA L. MATHES
SIGNATURE:	/Danica L. Mathes/
DATE SIGNED:	02/22/2016

Total Attachments: 4

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> **TRADEMARK** REEL: 005736 FRAME: 0445

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>"), effective as of February 10, 2016, is by and among **SWITCHMATE HOME LLC**, a Delaware limited liability company ("<u>Assignee</u>"), and **SWITCHMATE INC.**, a Delaware corporation ("<u>Assignor</u>"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted, used, and is using the mark "Switchmate," Serial Number 86388983 (together with all other marks Assignor has adopted, used, and is using in Assignor's business, the "Marks") in Assignor's business;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Marks, the applications and registrations therefor, and the goodwill associated therewith;

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "<u>Purchase Agreement</u>") dated as of February 10, 2016, by and among Assignor, Assignee, and the owners of certain of the issued and outstanding equity of Assignor listed on the signature page of the Purchase Agreement; and

WHEREAS, the Purchase Agreement contemplates that, at the Closing, Assignor will sell, assign and transfer to Assignee the Assets, free and clear of all Liens, which includes the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in and to the Marks as follows:

- 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest, anywhere in the world, in and to the Marks and the applications and resulting registrations therefor, together with the goodwill of the business in connection with which the Marks are used and the goodwill of the business connected with the use of and symbolized by the Marks.
- 2. Assignor covenants and agrees that Assignor has the full right to convey the interests assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Assignment.
- 3. Assignor covenants and agrees that Assignor will, at any time upon request and without further consideration, execute and deliver any and all documents that may be necessary or desirable to perfect Assignee's (and Assignee's successors' and assigns') rights, title and interest in and to the Marks, it being understood that any expense incident to the execution of such papers shall be borne by Assignee and its successors and assigns.
- 4. This Assignment includes any and all rights to past, present, and future causes of action for infringement or other unauthorized use of the Marks including the right to sue for damages and/or obtain injunctive relief for past, present, and future infringement, misappropriation or other unauthorized use of the Marks and recover any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

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5. Assignor agrees to cooperate in any actions set forth above to the extent reasonably required by Assignee to perfect or enforce the rights transferred hereunder.
Signature Page Follows
TRADEMARK ASSIGNMENT – Page 2

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:
SWITCHMATE INC. , a Delaware corporation
By: MA May Robert Romano, CEO
ASSIGNEE:
SWITCHMATE HOME LLC, a Delaware limited liability company
By:
Dean Finnegan, President

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written. ASSIGNOR: SWITCHMATE INC., a Delaware corporation Robert Romano, CEO ASSIGNEE: SWITCHMATE HOME LLC. a Delaware limited liabiţity company

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Dean Finnégan, President-

RECORDED: 02/22/2016