

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Voluntech Solutions LLC		09/01/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ripple Science Corporation		
Street Address:	214 S. Main Street, Suite 202		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87114500	RIPPLE	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	734-418-4212		
Email:	dstrange@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	Honigman Miller Schwartz and Cohn LLP		
Address Line 2:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	262829-404602		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	01/24/2017		
Total Attachments: 4			
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source=Assignment from Voluntech Solutions LLC to Ripple Science Corporation_09.01.2016#page2.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”), is effective as of September 1, 2016 between Voluntech Solutions LLC, a Michigan limited liability company (“**Assignor**”), and Ripple Science Corporation, a Delaware corporation (“**Assignee**”). Assignor and Assignee are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the business of developing software tools for recruiting, tracking, and managing study participants, for scheduling participant appointments and events, for managing participant communication, for collecting and managing study data and participant privacy and security, and for conducting statistical analysis and graphing of recruitment and other study data (the “**Business**”); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks of Assignor associated with the Business as set forth below.

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

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including items further detailed in **Exhibit A** as attached and incorporated herein, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks or assist any third party in any of the foregoing.

3. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.

4. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

VOLUNTECH SOLUTIONS LLC

By: Jacob Bonenberger
Name: Jacob Bonenberger
Title: Founding Member

ASSIGNEE:

RIPPLE SCIENCE CORPORATION

By: Nestor L. Lopez-Duran Ph.D.
Name: Nestor L. Lopez-Duran
Title: Executive Officer

EXHIBIT A

Registered Marks

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Country</u>
RIPPLE	Applic. Ser. No. 87114500	U.S.

Common Law Marks

<u>Mark</u>	<u>Description</u>	<u>Country</u>
RIPPLE	Applic. Ser. No. 87114500	U.S.
Ripple Science Corporation, Ripple Science	Company name	U.S.
Voluntech Solutions LLC, Voluntech Solutions, Voluntech	Predecessor company name	U.S.

EXHIBIT A, continued

Logos and taglines:

