

07-07-2008

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7.3.08

1. Name of conveying party(ies):

eFileCabinet, L.C.

- Individual(s)
- General Partnership
- Corporation- State:
- Association
- Limited Partnership

Other Limited Liability Company

Citizenship (see guidelines) Utah, USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance and Execution Date(s):

Execution Date(s) June 26, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: eFileCabinet, Inc.

Internal Address: Suite 250

Street Address: 5252 Edgewood Drive

City: Provo

State: Utah

Country: USA Zip: 84604

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

(List attached)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: EVAN A. SCHMUTZ

Internal Address: TRADEMARKS HILL, JOHNSON & SCHMUTZ

Street Address: 4844 N. 300 W. Suite 300

City: Provo

State: Utah Zip: 84604

Phone Number: 801 375-6600

Fax Number: 801 375-3865

Email Address: trademarks@hjslaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card: Last 4 Numbers 00000060 77122172  
Expiration Date 07/03/2008 01/01/09
- b. Deposit Account Number 02010522 40.00 CP  
75.00 CP

9. Signature:

Evan A. Schmutz  
Signature

June 27, 2008  
Date

EVAN A. SCHMUTZ, Atty for Applicant  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Attached List**

**RECORDAL OF TRADEMARK ASSIGNMENT**

**FROM:** eFileCabinet, L.C.,  
5252 Edgewood Drive, Suite 250  
Provo, UT 84604

**TO:** eFileCabinet, Inc.,  
5252 Edgewood Drive, Suite 250  
Provo, UT 84604

<u>TRADEMARK</u>	<u>CLASS</u>	<u>SERIAL NUMBER</u>
EFILECABINET	9	77/122,172
EFILECABINET and design	9	77/122,227
EFILECABINET	42	77/122,576
EFILECABINET and design	42	77/122,591

COPY

TRADEMARK AND TRADE NAME ASSIGNMENT

This Assignment is effective on the date of the signatures given hereunder, by and between **eFileCabinet, L.C.**, a Utah limited liability company having a place of business at 5252 Edgewood Drive, Suite 250, Provo, UT 84604 (hereinafter "Assignor"); and **eFileCabinet, Inc.**, a Utah corporation having a place of business at 5252 Edgewood Drive, Suite 250, Provo, UT 84604 (hereinafter "Assignee").

Whereas, Assignor represents that it is the owner of the trademarks and trade names in the document attached hereto ("Attached List") (hereinafter collectively referred to as "Trademark Rights"), and Assignee is desirous of obtaining all of Assignor's right, title and interest in and to said Trademark Rights and said corresponding trademark applications, common law rights and goodwill associated therewith.

Now therefore, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to said Trademark Rights, in the U.S.A. and in all foreign countries, together with any other registrations, records, applications, common law rights and the goodwill of the business symbolized by said Trademark Rights and associated therewith.

Assignor agrees to communicate with Assignee any facts known to it relating to said Trademark Rights, and will, upon request, transfer all files to Assignee, testify in any legal proceedings, sign all lawful papers, execute all trademark filing and prosecution documents and generally do all other acts necessary or expedient to assist and enable Assignee to obtain and enforce full benefits from the right, title and interest herein assigned. This assignment shall be binding upon and inure to the benefit of Assignor's executors, administrators, and/or assigns.

Signed this 26<sup>th</sup> day of June, 2008.

Accepted by:

**EFILECABINET, L.C.**

**EFILECABINET, INC.**

By: *James Blaylock*

By: *James Blaylock*

Printed Name: James Blaylock

Printed Name: James Blaylock

Title: CEO

Title: CEO