## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FireVault, Inc.		07/27/2009	CORPORATION: TEXAS

## RECEIVING PARTY DATA

Name:	FireHost, Inc.	
Street Address:	1001 E. 15th St.	
Internal Address:	Suite 200	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75074	
Entity Type:	ntity Type: CORPORATION: TEXAS	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3520366	FIREVAULT

## **CORRESPONDENCE DATA**

Fax Number: (602)664-2091

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@omlaw.com Correspondent Name: Jonathan F. Ariano Address Line 1: 2929 N. Central Ave.

Address Line 2: Suite 2100

Address Line 4: Phoenix, ARIZONA 85012

14582.2	
Jonathan F. Ariano	
/jonathan.f.ariano/	
07/27/2009 <b>TRADEMARK</b>	

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Total Attachments: 2

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#### ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment"), effective as of the day of July, 2009 (the "Effective Date"), is by and between FireVault, Inc., a Texas corporation (the "Assignor"), and FireHost, Inc., a Texas corporation (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark identified below (the "<u>Trademark</u>"), which has been adopted and used by Assignor in connection with its business; and

WHEREAS, Assignee desires to acquire the Trademark and is desirous of ensuring that it acquires the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

 Assignor, as of the Effective Date, hereby assigns, transfers, and delivers to Assignee all right, title and interest in and to the following Trademark, together with the goodwill of the business with which the Trademark is used and which is symbolized thereby:

1	Registration No.	Registration Date	Mark
***************	3520366	October 21, 2008	FIREVAULT Design

- 2. Assignor agrees to provide information within Assignor's knowledge or belief, and to do all other relevant things that Assignee or its legal representatives deem necessary or desirable and request of Assignor in connection with obtaining or maintaining any such Trademark, or in order to perfect Assignee's ownership of the right, title and interest conveyed by this Assignment, or in connection with this Assignment, on the understanding that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters after the date hereof. This Assignment and the obligations Assignor hereunder shall be binding on Assignor's successors and assigns.
- This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
- 4. This Assignment shall be governed and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of Arizona.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR FireVault, Inc. a Texas corporation Ву: Name: Title: ASSIGNEE FireHost, Inc. a Texas corporation By: Name: Title: ACKNOWLEDGMENT State of Texas )88: County of Collin The foregoing instrument was acknowledged before me this 21th day of July, 2009, by Chair Drake, the duly elected and acting CEO of FireVault, Inc., a Texas corporation, on behalf of the corporation.

**RECORDED: 07/27/2009** 

CANDACE C. HEERSCHAP Notary Public, State of Texas ly Commission Exp. 12-14-2008

TRADEMARK

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