

USPTO

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D:MICHAEL A. BONDI COMPANY:100 SOUTH FIFTH STREET, SUITE 2250

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**08/12/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CloudCover, Ltd.		08/08/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	CloudCover IP, LLC		
Street Address:	P.O. Box 241593		
City:	St.Paul		
State/Country:	MINNESOTA		
Postal Code:	55124		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77123544	CLOUDCOVER	
CORRESPONDENCE DATA			
Fax Number:	(612)573-2005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-767-2512		
Email:	mbondl@DBCLAW.COM		
Correspondent Name:	Michael A. Bondi		
Address Line 1:	100 South Fifth Street, Suite 2250		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	C833.801.101		
NAME OF SUBMITTER:	Michael A. Bondi		
Signature:	/Michael A. Bondi/		
Date:	08/12/2009		

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Total Attachments: 1
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D:MICHAEL A. BONDI COMPANY:100 SOUTH FIFTH STREET, SUITE 2250

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on AUGUST 6TH 2009 by and between CloudCover, Ltd. ("Assignor") and CloudCover IP, LLC. and ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of US Application Number 77/123,544 for the mark CloudCover ("Mark"); and

Whereas, Assignor wishes to assign his rights in the Mark to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment. Assignor and Assignee are aware of the restrictions on assigning intent-to-use trademark applications and indicate that this assignment is permissible as Assignee is a successor to Assignor's business.
- 2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark does not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. **CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the respective dates set forth below.

CLOUDCOVER, LTD.:

AUGUST 6 2009
Date

[Signature]
Signature

STEPHEN C. CARDON
Printed Name

PRESIDENT
Title

CLOUDCOVER IP, LLC.:

AUGUST 6 2009
Date

[Signature]
Signature

STEPHEN C. CARDON
Printed Name

PRESIDENT
Title