

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
Rick Weight	FORMERLY Surveynomics L.L.C.	04/28/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Joe Ordyna		
Doing Business As:	DBA Surveynomics L.L.C.		
Street Address:	1782 Burning Oak Dr.		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77595646	SURVEYNOMICS BROADEN YOUR INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	(801)345-2335		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8013914991		
Email:	joe.ordyna@surveynomics.com		
Correspondent Name:	Joe Ordyna		
Address Line 1:	1782 Burning Oak Dr.		
Address Line 4:	Draper, UTAH 84020		
NAME OF SUBMITTER:	Joe Ordyna		
Signature:	/Joe Ordyna/		
Date:	04/29/2010		
Total Attachments: 4			

OP \$40.00 77595646

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**TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of [04/28/2010] between the following two parties in Utah, United States.

The Assignor: Rick Weight
Legal Address: 558 E. 2550 N.
Provo, UT 84604

The Assignee: Joe Ordyna
Legal Address: 1782 Burning Oak Dr.
Draper, UT 84020

- 1.1 The Assignor is the co-owner of the Trademarks along with the Trade Dress associate with the Trademark ("the Trademarks and Trade Dress") (described in Exhibit A) and the goodwill of the business relating to Surveynomics upon which the Trademarks are used and for which they are registered (the "Goodwill")
- 1.2 The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of the right, title, and interest in and to the Trademarks and Trade Dress of Surveynomics in the (the "Trademarks") along with the Goodwill.
- 1.3 In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

2 Assignment

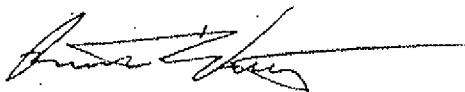
- 2.1 The Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its rights, title, and interest in and to the Surveynomics Trademarks, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the trademarks, and (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.
- 2.2 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels and designs associated with the Trademark.
- 2.3 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest of the Trademark.

3 General Provisions

- 3.1 Effect of Heirs & Successors. The Assignment and each of its provisions shall be binding on and shall inure to the benefits of the respective heirs devisees, legatees, executors, administrators, and trustees, successors and assignees of the parties to this Assignment.
- 3.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party of any default in performance by the other party under this Assignment of any breach or series of breaches by the other party of any of the terms of conditions of the Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms of conditions of that Assignment, Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.
- 3.3 Severability. If any provision in this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this intended by the parties be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.
- 3.4 Governing law, This assignment shall be governed by the laws of the State of Utah applicable to Assignments made and fully performed in Utah by Utah residents.

4 Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

The Assignor : 

Name: Rick Weight

Date: 4/28/10

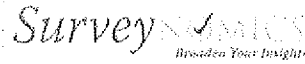
The Assignee: 

Name: Joe Ordyna

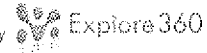
Date: 04/28/2010

Appendix 1

Trademarks:



Discover xPlora360, a revolutionary new technology to boost your customer loyalty



[Why Us?](#)

[Technology & Solutions](#)

[Services](#)

[Resources](#)

[Community](#)

[Partner Program](#)

[Contact Us](#)

Professional Services

Onsite Consultation & Specialized Brain Power

Starting at \$5,000 for a 3-day onsite consultation, including a professional readout and other value added services. Your loyalty is guaranteed!!!

Survey Design Top-to-Bottom (Enterprise Feedback Management)

A top Surveynomics consultant will work with you to effectively establish a strategy and build a survey method that best fits your organization. The consultant will examine the touchpoints along your customer corridor and then provide the expertise in survey design to tailor your surveys towards your customers, so you can effectively measure and identify opportunities to improve. The consultant will also assist in the creation of customized surveys that best fit your business. Finally, the consultant will introduce you to statistical tools that will allow you to more accurately pinpoint special cause people, processes, and technology.

Build a culture centered around the Net Promoter Score (NPS)

A top Surveynomics consultant will work with you and your organization to provide a review of what can be improved, educate/consult on NPS best practices, provide full recommendations towards establishing an NPS culture, and complete an initial NPS benchmark study of your organization against others companies in your industry. It is recommended that you include both the Marketing and Customer Support teams in this consultation.

Call Center/Customer Contact Center Best-in-Class

A top Surveynomics consultant will work with you onsite and interview your organization in order to pinpoint areas of opportunity, gather attitudinal, behavioral/tracking data you have on your customers, run a industry benchmark analysis and then provide a readout of top improvement areas & opportunities.

Effectively Implement Six Sigma Into your Call Center

A top Surveynomics consultant who is Six Sigma Black Belt or Master Black Belt certified will personally work with you and your organization to diagram a process & outline costs to help you successfully implement a powerful Six Sigma process & standard. The consultant will also provide high-level training on many of the key concepts taught in Six Sigma to show you how they can apply within your own

High-Powered Training Services

We offer high powered training for business organization that want to expand their skills in:

? Survey Design Fundamentals

Are you currently involved in developing a survey for the first time, or looking to revamp your current survey process? This training will take you through key fundamentals that relate to the important stages of setting up survey research. You will learn important tips to guide your through this important initiative of truly listening to the voice of the customer.

σ Six Sigma Concepts and Tools in Customer Support

Have you ever wondered how Six Sigma fits into Customer Support/Call Centers? This training will take you through the fundamentals of Six Sigma and teach you how it should be properly deployed throughout your organization. You will also learn key tools & roles required to run a successful Six Sigma organization.

🏠 Building a Customer Centric Organization

What does it take to truly become a customer centric organization? What are the benefits? This training will provide you key insight into how you should reshape your organization to focus fully on your most important assets, your customers! The trainer will unleash in details around Efficiency, Effectiveness, and Execution to really become a best-in-class organization.