

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
Daptiv, Inc.		07/26/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Daptiv Solutions, LLC		
Street Address:	23332 Mill Creek Drive, Suite 155		
City:	Laguna Hills		
State/Country:	CALIFORNIA		
Postal Code:	92653		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3632049	DAPTIV	
Registration Number:	3176095	EPROJECT	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8584583000		
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Ryan Enchelmayer		
Address Line 1:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 2:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
NAME OF SUBMITTER:	Ryan Enchelmayer		
Signature:	/Ryan Enchelmayer/		
Date:	07/28/2010		

CH \$65.00 3632049

Total Attachments: 8

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Assignment**”) is made and entered into as of July 26, 2010 by and between Daptiv Solutions, LLC, a Delaware limited liability company having a principal place of business located at 23332 Mill Creek Drive, Suite 155, Laguna Hills, California 92653 (“**Assignee**”) and Daptiv, Inc., a Delaware corporation having a principal place of business located at 1008 Western Avenue, Suite 500, Seattle, WA 98104 (“**Assignor**”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the “**Asset Purchase Agreement**”), pursuant to which Assignor is selling, transferring and assigning certain assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto (the “**Marks**”) and the domain names set forth on Schedule B hereto (the “**Domain Names**”) and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such Marks and Domain Names;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Asset Purchase Agreement, and for other good and valuable consideration, including \$1.00, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. General.

2.1 Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

2.2 Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

2.3 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

2.4 Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

2.5 Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Assignee, on the one hand, and Assignor, on the other hand.

2.6 Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

2.7 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

DAPTIV, INC.

a Delaware corporation

By: _____

Name: _____

Title: _____

“Assignee”

DAPTIV SOLUTIONS, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notary: _____

Notary: _____

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

DAPTIV, INC.

a Delaware corporation

“Assignee”

DAPTIV SOLUTIONS, LLC,

a Delaware limited liability company

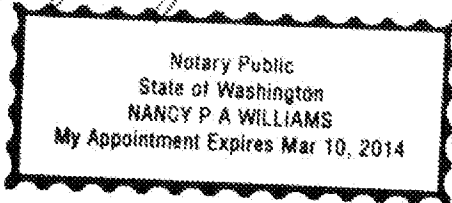
By: [Signature]
Name: Mark K. [Signature]
Title: CEO

By: _____
Name: _____
Title: _____

Notary: Nancy P. A. Williams

Notary: _____

[Signature]



[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

DAPTIV, INC.

a Delaware corporation

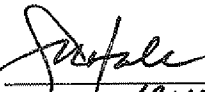
By: _____
Name: _____
Title: _____

Notary: _____

“Assignee”

DAPTIV SOLUTIONS, LLC,

a Delaware limited liability company

By:  _____
Name: JAMES R. HACE
Title: CHAIRMAN

Notary: _____

State of California)
County of Orange)

On July 26, 2010, before me, Elisa G. Adams, a Notary Public, personally appeared James Hale, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

The document to which this notarial acknowledgment is attached is entitled "Trademark and Domain Name Assignment."

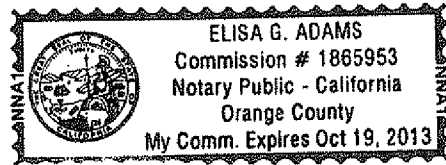
WITNESS my hand and official seal.

Signature

Elisa G. Adams

My Commission Expires:

10/19/2013



This area for official notarial seal

Schedule A
Marks

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark
77193477	3632049	DAPTIV
78543483	3176095	EPROJECT

Schedule B
Domain Names

daptiv.com
daptiv.de
daptiv.fr
eproject.com
daptiv.es
subscribetolive.com
daptiv.biz
daptiv.cn
daptiv.info
daptiv.mobi
daptiv.name
daptiv.org
daptiv.us
daptiv.ws
daptivscrum.com
smartteamstories.com
epjt.ws
YouCon2010.com
YouCon2010.com