# \$140.00 3033/82

#### 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
Teneros (Assignment for the Benefit of Creditors), LLC		I10/28/2010 I	LIMITED LIABILITY COMPANY: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Ongoing Operations, LLC
Street Address:	P. O Box 218
City:	Maugansville
State/Country:	MARYLAND
Postal Code:	21767-0218
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3033782	TENEROS
Registration Number:	3600805	PLUG & GO
Registration Number:	3465458	ALWAYS ON, AVAILABLE, ACCESSIBLE
Registration Number:	3426870	ALWAYS-ON IT
Registration Number:	3137401	APPLICATION CONTINUITY APPLIANCE

#### **CORRESPONDENCE DATA**

Fax Number: (610)359-8580

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

Phone: 610-359-7300

Email: RBFamiglio@FamiglioAssociates.com

Correspondent Name: Robert B. Famiglio

Address Line 1: FAMIGLIO & ASSOCIATES

Address Line 2: P.O. Box 1999

Address Line 4: Media, PENNSYLVANIA 19063-8999

TRADEMARK REEL: 004441 FRAME: 0282

900179788

ATTORNEY DOCKET NUMBER:	4587-4	
NAME OF SUBMITTER:	Robert B. Famiglio, Esq.	
Signature:	/Robert B. Famiglio/	
Date:	12/27/2010	
Total Attachments: 5 source=TRADEMARK ASSIGNMENT Teneros to Ongoing#page1.tif source=TRADEMARK ASSIGNMENT Teneros to Ongoing#page2.tif source=TRADEMARK ASSIGNMENT Teneros to Ongoing#page3.tif source=TRADEMARK ASSIGNMENT Teneros to Ongoing#page4.tif source=TRADEMARK ASSIGNMENT Teneros to Ongoing#page5.tif		

#### **EXHIBIT E**

#### TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of [Sale Date], by and between Teneros (Assignment for the Benefit of Creditors), LLC, a California limited liability company in its sole and limited capacity as Assignee for the Benefit of Creditors of Teneros, Inc., having an address at 1100 La Avenida, Mountain View, CA 94043 ("**Teneros**" or "**Assignor**"), and Ongoing Operations, LLC a Virginia limited liability company, having an address at P. O. Box 218, Maugansville, MD 21767 (the "**Assignee**"), with reference to that certain Asset Purchase Agreement dated October 28, 2010. Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms of the General Assignment Agreement between Teneros, Inc. (the "Company") and the Assignor, all of the Company's rights, title and interest in the Company's the trademarks, as applied for and/or registered, identified in Schedule A attached hereto (the "Marks"), and the trademark applications identified in Schedule A (the "Applications") have been assigned to the Assignor;

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Applications and Registrations, and Assignee desires to accept such assignment;

WHEREAS, the Asset Purchase Agreement requires Assignor to deliver at closing such further documents as might be required to reflect Assignor's assignment to Assignee of the Marks, along with the goodwill of the business symbolized thereby, and the Applications;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee is the successor to the portion of the business of Assignor to which the Marks pertain; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, and the Applications to Assignee;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks and the Applications, together with all of the goodwill of Assignor's existing and ongoing business symbolized by or associated with the Marks, including, without limitation, any registrations that issue from the Applications, renewals and extensions of registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions,

causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

- 2. Assignor hereby authorizes and requests the United States Patent and Trademark Office (and any corresponding trademark office in any other country) to issue registrations in accordance with this Agreement.
- 3. Assignor agrees to undertake commercially reasonable efforts to assist Assignee to evidence, record and perfect the assignment hereunder:

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Trialemark Assignment, as of the day and year first above written.

ASSIGNOR:	ASSIGNEE:	
Teneros (Assignment for the Benefit of Creditors), LLC. In its sole and limited capacity as Assignee for the Benefit of Creditors Of Teneros, Inc.	Ongoing Operations, LLC	
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Date: 18 W 2010	Oate	

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State of California			
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HANGAMA AZIZ Commission # 1799700 Notary Public - California Sants Clara County Ny Camm. Express May 30, 2012	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws		
and the second s	of the State of California that the foregoing paragraph is true and correct.		
	WITNESS my hand and official seal.		
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Though the information below is not required by t	if FIVINAL  aw, it may prove valuable to persons relying on the document and reattachment of this form to snother document.		
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CONTRACT CON

# **Schedule A to Trademark Assignment**

Ceneros <sup>TM</sup>	
Plug & Go <sup>TM</sup>	
Always On, Available	
$Accessible^{TM}$	
Always-On It <sup>TM</sup>	
Application Continuity Appliance <sup>TM</sup>	

## SCHEDULE A TO TRADEMARK ASSIGNMENT

TRADEMARK	SERIAL NO.	REG. DATE	REG. NO.
Teneros	76,614,887	Dec. 27, 2005	3,033,782
Plug & Go	77,025,752	April 7, 2009	3,600,805
Always On, Available, Accessible	77,175,193	July 15, 2008	3,465,458
Always-On It	78,846,661	May 13, 2008	3,426,870
Application Continuity Appliance Supplemental Reg. Date	78,655,869	Aug. 29, 2006  June 7, 2006	3,137,401

**RECORDED: 12/27/2010**