

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
WiredReach, Inc.	FORMERLY IOS Networks, Inc.	12/05/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Box.net, Inc.		
Also Known As:	AKA Box		
Street Address:	220 Portage Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3348382	BOXCLOUD	
CORRESPONDENCE DATA			
Fax Number:	(650)838-4350		
Phone:	6508384300		
Email:	coleb@perkinscoie.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian R. Coleman		
Address Line 1:	3150 Porter Drive		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	61599-4015.US09		
NAME OF SUBMITTER:	Brian R. Coleman		
Signature:	/brian r. coleman/		

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**TRADEMARK
 REEL: 004673 FRAME: 0575**

Date:

12/07/2011

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") dated as of December 5, 2011 (the "Effective Date"), is made by and among WiredReach, Inc., a Delaware company ("Assignor"), its principal Ash Maurya, and Box.net, Inc., a Delaware company ("Assignee").

RECITALS

A. Assignor owns, has adopted, has used, and is using the mark identified on Schedule A (the "Mark") attached hereto, in connection with its business and is the owner of all right, title and interest in and to the registration for the Mark and the common law rights in and to the Mark;

B. Assignor owns the domain name identified on Schedule B (the "Domain Name") attached hereto, and is the registrant of record for the Domain Name with GoDaddy.com, Inc. (the "Registrar").

C. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Mark and to the Domain Name, including any and all goodwill and common law rights associated therewith, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment and Transfer of Mark. Assignor hereby irrevocably sells, assigns, and transfers to Purchaser all of Assignor's rights, title, and interest in and to the Mark and the registration therefor, together with any and all of the goodwill of the business associated with the Mark, the common law rights in and to the Mark and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any past, present or future infringement of the Mark.
2. Assignment and Transfer of Domain Name. Assignor hereby irrevocably sells, assigns, and transfers to Purchaser all of Assignor's rights, title, and interest in and to the Domain Name, together with any and all of the goodwill of the business associated with the Domain Name. Assignor consents and authorizes the Registrar to transfer the Domain Name to Purchaser in accordance with the regular transfer procedures of Registrar. Assignor will cooperate promptly in facilitating the transfer to Assignee of the Domain Name with the Registrar and will follow the rules designated by the Registrar to effect such transfer, including promptly responding to any correspondence sent to Assignor from the Registrar

confirming the transfer of the Domain Name to Assignee.

3. Acceptance. Assignee hereby accepts the foregoing assignments of the Mark and the Domain Name.

4. Representations and Warranties.

Assignor represents and warrants to Assignee:

a. Assignor has the right, power and authority to enter into this Agreement;

b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark and the Domain Name; and

c. Assignor has used the Mark and the Domain Name since at least 2005, and has continuously used them in connection with its business since that time.

5. Payment. In full consideration of Assignor's transfer to Assignee of all rights, title, and interest in and to the Mark and the Domain Name and the associated goodwill, Assignee shall pay Assignor the total sum of U.S. [REDACTED]. Upon execution of this Agreement, Assignee shall deposit the funds in escrow with Perkins Coie LLP ("Perkins Coie"). Assignee shall (a) record this Agreement with the U.S. Patent and Trademark Office and (b) initiate a request with the Registrar to transfer the Domain Name within one (1) business day of the execution of the Agreement. Assignor shall authorize the transfer of the Domain Name within one (1) business day of receiving the request for authorization from the Registrar. Upon confirmation of the transfer of the Domain Name to the Assignee by the Registrar, Perkins Coie shall release the funds to Assignor.

6. Future Use of Mark and Domain Name. Assignor and its principal, Ash Maurya, shall not make any use, either for their own benefit or for the benefit of any other person or entity, of the Mark or Domain Name. Assignor and Mr. Maurya agree that they shall not in the future register, use, apply to register or assist any third party with registering, use or apply to register a domain name, trademark, or designation that comprises or includes, whether alone or in combination with each other or with other words, the term "BoxCloud" or "Box."

7. Liabilities. Assignee shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Assignor, including, but not limited to, any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the execution of this Agreement or any liabilities arising out of or connected to the execution of this Agreement. Assignor shall indemnify and hold harmless Assignee and its officers, directors, Affiliates, employees, and agents against any loss or claim related to the foregoing. Notwithstanding the foregoing, Assignee shall assume any and all liabilities and obligations associated with the use of the Mark and Domain Names arising out of or related to Assignee's use of the Mark and Domain Name and Assignee shall indemnify and hold harmless

Assignor against any loss or claim related thereto.

8. Further Assurances. Assignor agrees 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 Assignee full right, title, and interest in the Mark and Domain Name.
9. Entire Agreement. This Agreement and the schedules hereto constitute the entire agreement of Assignor and Assignee with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.
10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any choice of law principles. Any disputes arising under this Agreement must be settled in a court of competent jurisdiction in the State of California.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile shall be as legally binding for all purposes as an original signature.

SCHEDULE A

MARK

Trademark	Federal Registration No./ Application No.	Registration Date
BoxCloud	3,348,382	December 4, 2007

SCHEDULE B

DOMAIN NAMES

Domain Names
BoxCloud.com

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the Effective Date.

ASSIGNORS:

WiredReach, Inc,

By: Ash Maurya

Name: Ashish Maurya

Its: President and CEO

ASSIGNEE

BOX.NET, INC.

By: WA

Name: Dylan Smith

Its: CEO