

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
enChoice Acquisitions, Inc.		05/18/2012	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	ENCHOICE, INC.		
Street Address:	9280 S. Kyrene Road Suite 101		
City:	Tempe		
State/Country:	ARKANSAS		
Postal Code:	85284		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2471881	CYA	
Registration Number:	2918280	SECURE COLLABORATION PLATFORM	
Registration Number:	2946964	VIRTUAL STANDBY	
CORRESPONDENCE DATA			
Fax Number:	8666876019		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(480) 270-4926		
Email:	mwright@wrightlawgroup.com		
Correspondent Name:	Mark F. Wright		
Address Line 1:	1959 South Power Road, Suite 103-376		
Address Line 4:	Mesa, ARIZONA 85206		
ATTORNEY DOCKET NUMBER:	ENCHOICE ASSIGNMENT		
NAME OF SUBMITTER:	Mark F. Wright		

Signature:	/Mark F. Wright/
Date:	05/18/2012
Total Attachments: 3 source=IP-Assignment#page1.tif source=IP-Assignment#page2.tif source=IP-Assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of the 18 day of May, 2012 (the "Effective Date"), is made effective by and between enChoice, Inc., a corporation formed in accordance with the laws of Arizona (the "Assignee") and enChoice Acquisitions, Inc. a corporation formed in accordance with the laws of Arizona, (the "Assignor").

Background

Assignor is the owner of certain assets and related intellectual property rights transferred and acquired from CYA Technologies, Inc. during calendar year 2009. It is now Assignor's intention to assign and transfer to Assignee all of Assignor's ownership, right, title, and interest in and to any and all CYA Technology, Inc. assets and related intellectual property rights acquired from CYA Technologies, Inc. by Assignor and owned by Assignor, including but not limited to the assets shown on Schedule A (the "Assets").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignment. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to its intellectual property rights in and to the Assets. For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.

Representations and Warranties. Assignor represents and warrants that: (i) the rights assigned hereunder are the Assignor's sole property and Assignor has the power and authority to assign its intellectual property rights to the assets in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Plone Materials; (iii) Assignor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (v) Assignor has no obligations to any employer (whether by law or by contract) that could in any way prohibit Assignor from assigning the intellectual property rights to Assignee. Assignor agrees to immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.

Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, United States of America, excluding its conflicts of laws principles. To the full extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation Assignor has received has been provided solely for Assignor's convenience. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in Maricopa County, Arizona, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

*IP Assignment Agreement
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Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

Entire Agreement. This Agreement constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

FOR ASSIGNEE




Signature

Mary Pusateri, Secretary

Printed Name and Title

FOR ASSIGNOR



Signature

Mary Pusateri, Secretary

Printed Name and Title

SCHEDULE A
Assigned Asscets

- All CYA Technologies, Inc. source code, object code, and related documentation for the application-aware hot backup, recovery, and replication solutions for ECM systems, including all "Designed for EMC" Documentum products.
- All CYA Technologies, Inc. trademarks, applications for trademark registration, and trademark registrations, including but not limited to the following
 - CYA – U.S. Trademark Registration Number 2471881
 - SECURE COLLABERATION PLATFORM – U.S. Trademark Registration Number 2918280
 - VIRTUAL STANDBY – U.S. Trademark Registration Number 2946964
- All CYA Technologies, Inc. customer, partner, and supplier lists, contacts, agreements and contracts.
- All CYA Technologies, Inc. trade secrets regarding the operation, implementation, deployment, and exploitation of all CYA Technologies, Inc. assets acquired from CYA Technologies, Inc.
- All CYA Technologies, Inc. rights under U.S. copyright laws in and to all CYA Technologies, Inc. written and tangible materials, including all CYA Technologies, Inc. source code, reports, manuals, documentation, advertising and marketing materials, databases, graphics, logos, etc.

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