

05/14/2012



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Electronic Version v1.1
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RECORDED 4/18/2012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF <u>THE ENTIRE INTEREST AND GOODWILL</u>		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Brad Fenster		09/01/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	ST ACQUISITION, LLC		
Street Address:	3 Hutton Centre Drive Suite 700		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92707		
Entity Type:	LIMITED LIABILITY COMPANY: <u>KENTUCKY</u>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3490991	RISK DIRECTOR	
CORRESPONDENCE DATA			
Fax Number:	7144608208		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7144271012		
Email:	kschulte@compushare.com		
Correspondent Name:	Katie Schulte		
Address Line 1:	3 Hutton Centre Drive, Suite 700		
Address Line 4:	Santa Ana, CALIFORNIA 92707		
NAME OF SUBMITTER:	Katie Schulte		
Signature:	/Katie Schulte/		
Date:	04/18/2012		
Total Attachments: 4 source=Intellectual Property Assignment Agreement#page1.tif source=Intellectual Property Assignment Agreement#page2.tif source=Intellectual Property Assignment Agreement#page3.tif source=Intellectual Property Assignment Agreement#page4.tif			

OP \$40.00 3490991

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") dated and effective as of September 1, 2011, is entered by and among STYZER TECHNOLOGIES, LLC, a Kentucky limited liability company and BRADLEY J. FENSTER, an individual (hereinafter collectively referred to as "Assignors") and ST ACQUISITION, LLC, a Kentucky limited liability company (hereinafter referred to as "Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement entered by and between Assignors and Assignee dated as of September 1, 2011 (the "APA").

WHEREAS, Assignors and Assignee have entered into the APA, pursuant to which, among other things, Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee the Intellectual Property, and Assignee has agreed to purchase and accept from Assignors the Intellectual Property; and

WHEREAS, this Assignment is being delivered pursuant to the APA;

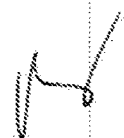
NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. With the expectation of Excluded Assets, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, and its successors and assigns, all of their rights, title and interest throughout the world in, to and under the Intellectual Property, including without limitation the Intellectual Property set forth in Schedules 3.12(a) and 3.12(b) to the APA, and all applications, registrations and renewals thereof, together with all rights to sue and collect for any past, present or future infringements or other violations of the foregoing (collectively, the "Assigned IP"), the Assigned IP to be held and enjoyed hereinafter by Assignee for its own use and by Assignee's successors and assigns for their respective uses.

2. Assignors hereby authorize and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications to issue all letters patent for the inventions in the Assigned IP to Assignee, and its successors and assigns, in accordance with the terms of this Assignment.

3. Assignors hereby consent that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document that may be required in any country or region for any purpose and more particularly in proof of the right of Assignee, and its successors, assigns and other representatives, to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Assignors shall provide to Assignee, and its successors, assigns and other representatives, prompt cooperation and assistance as may be necessary or appropriate (a) to effectuate the purposes of this Assignment (including without limitation by executing, acknowledging and delivering affidavits, declarations, oaths, exhibits, assignments, powers of



attorney and other documentation to perfect the right, title and interest of Assignee, and its successors and assigns, (a) to and under the Assigned IP), (b) preparing and prosecuting any applications relating to the Assigned IP, and (c) bringing or defending against any infringement suit or other proceeding that may arise in connection with the Assigned IP. If Assignee, or its successors or assigns, after using reasonable efforts, is unable for any reason to secure such cooperation and assistance from Assignors, including without limitation Assignors' execution of any document necessary or appropriate for any of the foregoing purposes, Assignors hereby irrevocably designate and appoint Assignee, and its successors, assigns and other representatives, to act for Assignors and on Assignors' behalf to execute and file any such document and to do all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed or otherwise done by Assignors.

5. This Assignment, together with the APA, constitutes the entire agreement and supersedes each prior agreement and understanding, whether written or oral between the parties hereto regarding the subject matter of this Assignment. The terms of the APA are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of this Assignment shall govern.

6. This Assignment shall be governed by the laws of the State of California, its rules of conflict of laws notwithstanding. The parties hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Central District of California and, in the event such court does not have subject matter jurisdiction, to the exclusive jurisdiction of the state court sitting in such district in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such courts and (b) any claim that any suit, action or proceeding brought in such courts has been brought in an inconvenient forum. Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the delivery of such process to such party at the address and in the manner provided in Section 6.1 of the APA.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[remainder of page blank - signatures on next page]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their authorized representatives as of the day and year first above written.

"Assignor"

STYZER TECHNOLOGIES, LLC, a Kentucky limited liability company

By: Bradley J. Fowler
Bradley J. Fowler
Its: Manager and Sole Member

"Assignor"

Bradley J. Fowler
BRADLEY J. FOWLER, individually

"Assignee"

ST ACQUISITION, LLC, a Kentucky limited liability company

By: COMPUSHARE, INC., a California corporation

By: Romir Bosu
Romir Bosu
Its: President
Its: Sole Member

TRADEMARK

REEL: 004785 FRAME: 0186

Schedule 3.12(a) Intellectual Property of Seller

Pending Patent

Pending patent related to the Risk Director software: registered to Bradley J. Fenster.
(60/831,299; 11/825,908).

Registered Trademarks

Styzer (3650595) registered to Styzer Technologies, LLC
Risk Director (3490991) registered to Styzer Technologies, LLC