

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
DataLever Corporation		12/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RedPoint Global Inc.		
Street Address:	36 Washington Street Suite 20		
City:	Wellesley Hills		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78500457	DATALEVER	
Registration Number:	3167454	DATALEVER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-541-1516		
Email:	john.lilley@redpoint.net		
Correspondent Name:	John Lilley		
Address Line 1:	1515 Walnut St Ste 200		
Address Line 4:	BOULDER, COLORADO 80302		
NAME OF SUBMITTER:	John Lilley		
Signature:	/john e lilley/		
Date:	06/07/2012		

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Total Attachments: 5

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ASSET PURCHASE AGREEMENT

by and between

REDPOINT GLOBAL INC.

and

DATALEVER CORPORATION

Dated as of December 30, 2011

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- Exhibit B. Customer Contracts
- Exhibit C. Employees
- Exhibit D. License Agreements
- Disclosure Schedule

This Asset Purchase Agreement is entered into as of December 30, 2011 between RedPoint Global Inc., a Delaware corporation ("RedPoint"), and DataLever Corporation, a Delaware corporation ("DataLever"). This Agreement contemplates a transaction in which RedPoint will purchase certain assets of DataLever as provided herein. Capitalized terms used in this Agreement shall have the meanings ascribed to them in Section 6.1. In consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

**ARTICLE I
THE ASSET PURCHASE**

1.1. Purchase and Sale of Transferred Assets. Upon and subject to the terms and conditions of this Agreement, RedPoint is purchasing from DataLever, and DataLever is selling, transferring, conveying, assigning and delivering to RedPoint, for the consideration specified in Section 1.3, all right, title and interest in, to and under the Transferred Assets.

1.2. No Assumption of Liabilities. RedPoint shall not assume or become responsible for any of, and DataLever shall remain liable for all of, the Liabilities of DataLever, except for the Assumed Liabilities set forth in Section 5.9.

1.3. Purchase Price. The purchase price to be paid by RedPoint for the Transferred Assets shall consist of:

- (a) [REDACTED] in cash, payable at the Closing;
- (b) additional amounts (if any) in cash, payable from time to time following the Closing in accordance with Section 1.4, up to an aggregate sum equal to \$[REDACTED]; and
- (c) additional amounts (if any) in cash, payable from time to time following the Closing in accordance with Section 1.5.

1.4. Earn-Out Payments.

(a) RedPoint shall pay to DataLever, in accordance with Section 1.4(b), the amount of any Customer Payment received during calendar years 2012 through 2016, provided that no such payment shall be required with respect to any Customer Payment unless, and only to the extent that, aggregate Customer Payments since January 1, 2012 exceed the applicable "Payment Threshold" set forth below:

CALENDAR YEAR IN WHICH CUSTOMER PAYMENT RECEIVED	PAYMENT THRESHOLD
2012	[REDACTED]
2013	Sum of (i) [REDACTED] plus (ii) the amount, if any, by which aggregate Customer Payments during calendar year 2012 were less than the Payment Threshold for that year
2014	Sum of (i) [REDACTED] plus (ii) the amount, if any, by which aggregate Customer Payments during calendar year 2013 were less than the Payment Threshold for that year
2015	Sum of (i) [REDACTED] plus (ii) the amount, if any, by which aggregate Customer Payments during calendar year 2014 were less than the Payment Threshold for that year
2016	Sum of (i) [REDACTED] plus (ii) the amount, if any, by which aggregate Customer Payments during calendar year 2015 were less than the Payment Threshold for that year

(d) Any reference to an Article or Section shall be deemed to refer to an Article or Section of this Agreement, unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of December 30, 2011.

REDPOINT GLOBAL INC.

By: *Dale W Renner*
Chief Executive Officer

DATALEVER CORPORATION

By: *Greg W. [Signature]*
Chief Executive Officer