900231670 08/22/2012

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
Visionshare, Inc.		08/16/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Ability Network, Inc.
Street Address:	100 N. 6th Street
Internal Address:	#900A
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2666397	VISIONSHARE

CORRESPONDENCE DATA

Fax Number: 7153866177

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 715-386-5800

Email: cskinner@skinnerlaw.com

Correspondent Name: Carol N. Skinner Address Line 1: 212 Commercial Street

Address Line 4: Hudson, WISCONSIN 54016

ATTORNEY DOCKET NUMBER:	VSI100TRA
NAME OF SUBMITTER:	Carol N. Skinner
Signature:	/Carol N. Skinner/

REEL: 004847 FRAME: 0318

TRADEMARK

Date:	08/22/2012
Total Attachments: 3 source=Assignment of trademark rights#page1.tif source=Assignment of trademark rights#page2.tif source=Assignment of trademark rights#page3.tif	

TRADEMARK REEL: 004847 FRAME: 0319

ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT ("Agreement") is entered into as of the 16 day of 2012, by and between Visionshare, Inc., a Minnesota corporation, having its principal place of business at 100 N. 6th Street, #900A, Minneapolis, Minnesota ("Assignor"), and Ability Network, Inc., a Minnesota corporation, having its principal place of business at 100 N. 6th Street, #900A, Minneapolis, Minnesota ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the marks listed in Schedule A hereto:

WHEREAS, Assignor has registrations for the marks or applications therefor, as listed in Schedule A;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to said marks listed in Schedule A, and any and all registrations and applications for registrations pertaining to such marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

- 1. Assignment of Rights. Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said marks and any and all registrations and applications for registration therefor, together with the good will of the business in connection with which said marks are used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof.
- 2. **Consideration for Assignment**. Assignee shall pay Assignor the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration.
- 3. *Miscellaneous.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota. The parties mutually agree that this Agreement contains the final and entire agreement between the parties. This Agreement shall not be changed in its terms by any oral agreement or representation, but only in writing and executed by both parties. The provisions of this Agreement shall be severable. The subject headings of the sections of this Agreement are for convenience only, and will not affect the construction or interpretation of any of its provisions. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. Any

TRADEMARK REEL: 004847 FRAME: 0320

and all schedules, exhibits and other documents which are attached to and referred to in this Agreement are incorporated herein and made a part hereof by reference. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors in interest, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above-written.

ASSIGNOR

Visionshare, Inc.

By: Lefter

Title:

Date:

SCHEDULE A

TRADEMARK REGISTRATION NUMBER

VISIONSHARE 2,666,397