

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
M2 SOFTWARE, INC.		07/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DAVID ESCAMILLA		
Also Known As:	M2 INTELLECTUAL PROPERTY ASSETS		
Street Address:	500 N. MICHIGAN AVE., SUITE 300		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1931182	M2	
Registration Number:	4128151	M2	
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:	800-M2SOF-08		
Email:	info@m2software.com		
Correspondent Name:	D. Escamilla		
Address Line 1:	500 N. Michigan Ave., Suite 300		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	D. Escamilla		
Signature:	/de/		
Date:	10/01/2012		

OP \$65.00 1931182

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made as of July 12, 2012, by and between M2 Software, Inc., a Delaware corporation ("Assignor"), and David Escamilla ("Assignee"), an individual who is the founder of Assignor and creator of the trademark properties identified herein.

WHEREAS, Assignor and Assignee are together the owners of all rights, title and interest in and to the trademarks, service marks, trademark applications, trademark registrations, trade names, and corporate names identified on Schedule A attached hereto (collectively the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, to any extent Assignee does not already own all right, title and interest and associated goodwill; and

WHEREAS, for ease of administration by a single related party who will have full right, title and interest in and to the Trademarks, Assignor desires to assign the Trademarks, together with the goodwill of the business symbolized by the Trademarks, to any extent Assignee does not already own all right, title, and interest and associated goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

ARTICLE 1 - ASSIGNMENT

1.1 Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, any and all rights, title and interest to any extent not already owned by Assignee, in and to: (i) the Trademarks, whether owned, licensed or otherwise held, including all applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademarks, together with all goodwill pertaining thereto; (ii) all rights and benefits associated with the foregoing, including all rights to sue or recover for past, present and future infringement, misappropriation, dilution, unauthorized use or other impairment or violation of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the Trademarks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present, or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

ARTICLE 2 - FURTHER ASSURANCES

2.1 Assignor represents that it, together with its founder (Assignee), own all rights, title, and interests in and to the Trademarks, and that Assignor has the authority to make and enter into this Agreement for rights, title and interest not already held by Assignee. Assignor shall execute any other documentation and take such other actions, at Assignee's sole cost and expense, as may be reasonably requested by Assignee to enable Assignee to perfect and sustain its rights in and to the Trademarks.

2.2 The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and Assignor shall: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademarks known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademarks, with any reasonable and necessary travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of all of the Trademarks after the date hereof should recording of this Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated hereby.

ARTICLE 3 – POWER OF ATTORNEY

3.1 Assignor appoints Assignee the true and lawful attorney of such Assignor with full power of substitution and gives and grants unto Assignee full power and authority in the name and stead of such Assignor, but on behalf and for the benefit of Assignee, at any time and from time to time, to demand, sue for, recover and receive any and all claims of every kind and description whatsoever incident or relating to the Trademarks and to do all acts and things in relation to the Trademarks that Assignee shall deem desirable, for the purpose of fully vesting in Assignee all right, title and interest in and to the Trademarks.

ARTICLE 4 – AUTHORIZATION

4.1 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Agreement.

4.2 Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental officers in jurisdictions throughout the world to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Agreement.

ARTICLE 5 – GRANT BACK OF LICENSE

5.1 In conjunction with this Agreement, Assignee and Assignor are also executing a Trademark License Agreement of even date herewith, pursuant to which Assignee agrees to license back to Assignor certain rights to the Trademarks in accordance with the terms set forth therein.

ARTICLE 6 – MISCELLANEOUS

6.1 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the State of Delaware.

6.2 Successors and Assigns: No Third Party Beneficiaries. This Agreement is for the sole benefit of Assignor, Assignee and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or given to any person, other than Assignor, Assignee and their respective successors and permitted assigns, any legal or equitable claims of any nature whatsoever under or by reason of this Agreement.

[Section intentionally left blank.]

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

ASSIGNOR:

M2 Software, Inc.

By: [Signature]
Name: David Escamilla
Title: President and C.E.O.

STATE OF

COUNTY OF

On this 12 day of July, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared David Escamilla an officer of M2 Software, Inc., known by me to be the person of the above name, and who signed and executed the foregoing instrument on behalf of the corporation.

Given under my hand and seal of office this 12 day of July, 2012.

My commission expires:
04/04/16
[Signature]
Notary Public



ASSIGNEE:

David Escamilla
[Signature]
(individual)

STATE OF

COUNTY OF

On this 12 day of July, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared David Escamilla known by me to be the person of the above name, and who signed and executed the foregoing instrument.

Given under my hand and seal of office this 12 day of July, 2012.

My commission expires:
04/04/16
[Signature]
Notary Public



Schedule A

The following marks and names are identified, including all design and logo representations of the same, and including all right, title and interest, whether based on registration or common law rights, and all residual goodwill:

TRADEMARK

REG./SERIAL NO.

M2	1,931,182
M2	4,128,151
M2	

TRADE NAME

M2
M2 INTERACTIVE
M2 SOFTWARE
M2 SOFTWARE, INC.

DOMAIN NAME

M2SOFTWARE.COM
M2TECHNO.COM
M2MUSIC.COM
M2POP.COM
M2ROCK.COM
M2METAL.COM