

## 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
Doyenz Incorporated		10/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Persistent Telecom Solutions, Inc.		
Street Address:	3500 S Dupont Hwy		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3706043	DOYENZ	
Serial Number:	85488258	RCLLOUD	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5109		
ATTORNEY DOCKET NUMBER:	094192-0101		
NAME OF SUBMITTER:	Norm J. Rich		
Signature:	/Norm J. Rich/		

TRADEMARK

Date:

11/05/2012

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of October 12, 2012, by and between Persistent Telecom Solutions, Inc. ("**Purchaser**") and Doyenz Incorporated, a Delaware corporation ("**Seller**"). Purchaser and Seller are referred to collectively herein as the "**Parties**." All defined terms not otherwise defined herein shall have the meaning set forth in the Agreement to Purchase Assets dated as of October 12, 2012, by and between Purchaser and Seller (the "**Purchase Agreement**").

**WHEREAS**, Purchaser and Seller entered into the Purchase Agreement pursuant to which Purchaser purchased substantially all of the assets related to the Seller's Business;

**WHEREAS**, under the Purchase Agreement and subject to the terms and conditions thereof, Seller is obliged to irrevocably sell, convey, transfer and assign to Purchaser (or its designees), free and clear of all Encumbrances, and Purchaser, either directly or through its Affiliates, is obliged to purchase, from Seller all of Seller's right, title and interest in and to the Transferred Intellectual Property; and

**WHEREAS**, under the Purchase Agreement, Seller is obliged to execute and deliver to Purchaser such other transfer agreements, endorsements, assignments and other documents and perform such other acts and take such other steps as may be necessary or appropriate to assign, convey, transfer and deliver to Purchaser good and valid title to the Transferred Intellectual Property.

**NOW, THEREFORE**, in consideration of the covenants and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Purchase Agreement. This Agreement is made in connection with the consummation of the transactions contemplated by the Purchase Agreement. All provisions of the Purchase Agreement shall remain in full force and effect in accordance with their respective terms. Nothing herein shall be construed to modify any of the stipulations, terms, provisions, covenants or conditions contained in the Purchase Agreement, and the stipulations contained in this Agreement shall not give rise to any warranty claims or similar claims between the Parties independent of the Purchase Agreement; it being understood and agreed that such warranty or similar claims will be exclusively handled in accordance with the Purchase Agreement.

2. Assignment.

a. Seller hereby irrevocably sells, conveys, transfers and assigns to Purchaser all right, title and interest in and to any and all Transferred Intellectual Property, including without limitation, the Software, and the Transferred Intellectual Property Registrations. This shall include, without limitation:

i. All of Seller's rights to use and exploit, in any form or way of exploitation, the works of authorship included in the Transferred Intellectual Property, including, (by way of illustration only), the right to reproduce the works, to distribute them, the right to exhibit them, to adapt them, to perform them, to broadcast them, to communicate them to the public, the rental and lending rights, the right to change, add to, delete or take from, translate, or otherwise modify the works in any manner; the comprehensive and all-including transfer of all rights Seller has with respect to the works of authorship is the express aim of this agreement;

ii. All of Seller's Trademarks, including without limitation those Trademarks and applications therefore listed in the attached **Schedule 1**, including all goodwill associated therewith;

iii. All of Seller's registered copyrights, including without limitation those set forth on **Schedule 2**;

iv. All of Seller's Patents, and applications therefore, including without limitation those Patents and applications listed in the attached **Schedule 3**;

v. All of Seller's Domain Names listed in the attached **Schedule 4**; and

vi. All of Seller's other Intellectual Property Rights.

b. Seller hereby delivers to Purchaser, any and all Transferred Intellectual Property and Transferred Intellectual Property Registrations, including without limitation, the source code and related documentation as well as the object code of all Software included in the Transferred Intellectual Property, including any and all versions thereof.

c. Purchaser hereby accepts the assignment and transfer of the Transferred Intellectual Property, including without limitation the Software and the Transferred Intellectual Property Registrations.

d. For the avoidance of doubt, should any of the transactions set out in this Section 2 be found void, invalid, unenforceable, whether in part or in whole, or should any similar legal prohibition arise under the laws of any jurisdiction, the Parties hereby declare that their intent is to grant Purchaser unrestricted operating control of the Transferred Intellectual Property to the fullest extent permitted under applicable law, such control to include without limitation the exclusive right and ability to dispose of and control the use and exploitation in any way or form of the Transferred Intellectual Property, including all economic rights therein and the right of modification and sublicensing. In respect of all works and assets in respect of which the law of the United States of America recognizes the validity of the transfer of economic rights, the sale, conveyance, transfer and assignment envisaged in Section 2.a includes, without limitation, the assignment of all economic rights, including in all cases the right of modification, in and to all Software and other works of authorship and, insofar as possible under the law of the United States of America, other copyrightable and other works falling within the scope of Transferred Intellectual Property Registrations.

### 3. Registration.

a. With respect to the Trademarks listed in the attached **Schedule 1**, Seller will assist Purchaser in order to effect the necessary name change with respect to the owner of these trademarks with the respective Trademark authorities without delay as applicable and assist Purchaser in evidencing the use of each such Trademark in the applicable classes.

b. With respect to the registered copyrights listed in the attached **Schedule 2**, Seller will assist Purchaser in order to effect the necessary name change with respect to the owner of these Copyrights with the respective Copyright authorities without delay as applicable.

c. With respect to the Patents listed in the attached **Schedule 3**, Seller will assist Purchaser in order to effect the assignment with respect to the owner of these Patents with the respective Patent authorities without delay as applicable, and takes such other actions and provide information (and instruct its counsel to do the same) as may reasonably be necessary for Purchaser to prosecute, obtain and maintain such Patents until such time as the respective Patent authorities recognize Purchaser as the assignee and owner of such Patents.

d. With respect to the Domain names listed in the attached **Schedule 4** Seller will assist Purchaser by signing and completing all necessary registrant name change agreements, transfer requests and other documents, provide all account information and passwords necessary for Purchaser to register the same in its own name, if and to the extent necessary to make the respective registry transfer the respective Domain Name registration to Purchaser without delay.

4. Governing Law, Jurisdiction and Resolution of Disputes.

a. This Agreement shall be governed by and construed in accordance with the substantive laws of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

b. As regards jurisdiction, resolution or disputes, the Purchase Agreement shall apply.

5. Miscellaneous.

a. This Agreement, the Purchase Agreement and the schedules and exhibits attached to this Agreement set forth the entire agreement of the Parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.


b. If any of the provisions of this Agreement should be or become invalid or unenforceable in whole or in part, the validity of the other provisions hereof shall remain unaffected. In that case the invalid or unenforceable provision is deemed to be replaced by such a valid and enforceable provision which corresponds as closely as possible to the invalid or unenforceable provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same shall apply in the event and to the extent that this Agreement contains an unintended omission.

c. The Parties agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms thereof and that, prior to the termination of this Agreement pursuant to its terms, the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the Parties hereto as of the date first above written.

**DOYENZ INCORPORATED**

By:  \_\_\_\_\_

Name: Ashutosh Tiwary

Title: Chief Executive Officer

**PERSISTENT TELECOM SOLUTIONS INC.**

By: \_\_\_\_\_

Name:

Title:

*Signature Page to IP Assignment Agreement*

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the Parties hereto as of the date first above written.

**DOYENZ INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

**PERSISTENT TELECOM SOLUTIONS INC.**

By: Anand Deshpande

Name: Anand Deshpande

Title : Director

Date : October 12, 2012

*Signature Page to IP Assignment Agreement*