

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
RISC, LLC		01/01/2013	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Subrosa Investigations, LLC		
Street Address:	3877 N 7th St, Suite 100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85014		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77860685	RISC	
Serial Number:	77871321	RISC	
CORRESPONDENCE DATA			
Fax Number:	6022562267		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6022562266 ext 105		
Email:	jmannino@risc-llc.com		
Correspondent Name:	Spiridoula Jennifer Mannino		
Address Line 1:	3877 N 7th St, Suite 100		
Address Line 4:	Phoenix, ARIZONA 85014		
NAME OF SUBMITTER:	Spiridoula Jennifer Mannino		
Signature:	/Spiridoula Mannino/		
Date:	02/14/2013		

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Total Attachments: 8

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**INTELLECTUAL PROPERTY TRANSFER AGREEMENT
FOR THE RISC REGISTERED MARK**

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the "Agreement") is made on January 4, 2013 **BETWEEN**

1. **RISC, LLC** an Arizona Limited Liability Company whose principal office is at 3877 N. 7th Street, Suite 100, Phoenix, Arizona 85014 ("RISC"); and
2. **SUBROSA INVESTIGATIONS, LLC** an Arizona Limited Liability Company whose principal office is at 3877 N. 7th Street, Suite 100, Phoenix, Arizona 85014 (the "Company").

WHEREAS

- (A) RISC has agreed to sell and/or transfer all of its right, title and interest in the Intellectual Property (as defined below) to the Company, and
- (B) The Company has agreed to purchase and accept the same for the Consideration (as defined below).

NOW, IT IS AGREED as follows:

1.1 Definitions and Interpretation.

1.2 In this Agreement:

Business Day means a day (other than a Saturday or Sunday) on which banks generally are open in Arizona, USA for the transaction of a full range of business.

Buyer means Subrosa Investigations, LLC.

Completion means completion of the transfer hereunder in accordance with Section 3.

Consideration has the meaning given to it in Section 2.2.

Intellectual Property means the RISC Registered Mark described in Exhibit A.

Transfer Time means close of the Business Day on the date of this Agreement.

1.3 In this Agreement:

- (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (b) a reference to **sell** or **purchase** or **transfer** includes a reference to procure the sale of or procure the purchase of or procure the transfer of, as the case may be; and
- (c) general words introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; nor by the fact that they are followed by particular examples intended to be embraced by the general words.

2. THE TRANSFER

- 2.1** Effective as of the Transfer Time, RISC hereby sells and transfers and the Company hereby purchases all of RISC's right, title and interest in the Intellectual Property.
- 2.2** The price for the sale and transfer in Section 2.1 shall be the sum of one dollar (\$1.00), as outlined in Exhibit A (the "Consideration").
- 2.3** If any sales tax, value added tax or other transfer tax is properly chargeable in respect of the sale and purchase in Section 2.1, the Company shall pay to RISC the amount of such tax in addition to and at the same time as the Consideration. RISC will issue to the Company a proper tax invoice in respect thereof.

Intellectual Property Transfer Agreement for the RISC Registered Mark

**TRADEMARK
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3. COMPLETION

- 3.1 The sale and purchase of the Intellectual Property shall be completed, and legal title and ownership in respect of the Intellectual Property shall be passed to the Company, in each case, with effect from the Transfer Time.
- 3.2 RISC shall:
- (a) cause to be delivered or made available to the Company such additional documents as the Company may reasonably require to complete the sale and purchase of the Intellectual Property; and
 - (b) do such other requests reasonably necessary to give full effect to this Agreement.
- 3.3 The Company shall:
- (a) Timely pay or cause to be paid the Consideration in cash to RISC or to whom and in the manner as RISC may direct; and
 - (b) cause to be delivered or made available to RISC such additional documents as RISC may reasonably require to complete the sale and purchase of the Intellectual Property; and
 - (c) do such other requests reasonably necessary to give full effect to this Agreement.

4. ENTIRE AGREEMENT

This Agreement (including Exhibit A, which is hereby incorporated in the terms of this Agreement) sets forth the entire understanding and agreement among the parties as to matters covered herein and therein and supersedes any prior understanding, agreement or statement (written or oral) of intent among the parties with respect to the subject matter hereof.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

6. VARIATION

No waiver shall be deemed to have been made by any party of any of its rights under this Agreement unless the same is in writing and is signed on its behalf by an authorized signatory. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. To be binding, any amendment of this Agreement must be effected by an instrument in writing signed by the parties.

7. NOTICES

All notices, demands, instructions, waivers, consents or other communications to be provided pursuant to this Agreement shall be in writing, shall be effective upon receipt, and shall be sent by hand, facsimile, air courier or certified or registered mail, return receipt requested, as follows:

If to the Company: Daniel G. Perez
c/o Subrosa Investigations, LLC
3877 N. 7th Street, Suite 100
Phoenix, Arizona 85014
Telephone: (602) 256-2266
Facsimile: (602) 256-2267

With a copy to: S. Jennifer Mannino
c/o RISC, LLC
3877 N. 7th Street, Suite 100
Phoenix, Arizona 85014
Telephone: (602) 277-7472
Facsimile: (602) 277-4823

8. COSTS

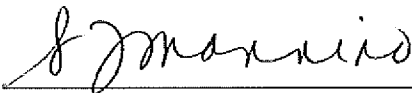
RISC and the Company shall each pay its own costs, charges and expenses incurred in connection with the preparation and implementation of this Agreement and the transactions contemplated by it.

10. GOVERNING LAW; SUBMISSION TO JURISDICTION; APPOINTMENT OF AGENT FOR SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

THE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA. Each party hereby irrevocably agrees that any legal action or proceeding against it arising out of this Agreement or the transactions contemplated hereby shall be brought only in the Superior Court of the State of Arizona in and for the County of Maricopa or the U.S. District Court for the District of Arizona.

AS WITNESS, this Agreement has been signed by or on behalf of the parties on the day and year first above written.

SIGNED
for and on behalf of RISC, LLC

(
(Signature S. Jennifer Mannino
(Name President, Owner
(Title

SIGNED
for and on behalf of
Subrosa Investigations, LLC


(
(Signature Daniel G. Perez
(Name President, Owner
(Title

Exhibit A – Proprietary Intellectual Property

RISC Serial Number 77860685 – See below USPTO printout

RISC Serial Number 77871321 – See below USPTO printout