

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
ACTIVEGROUP VENTURES, INC.		04/09/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FOCUSVISION WORLDWIDE, INC.		
Street Address:	1266 East Main Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2400030	ACTIVEGROUP	
Registration Number:	4079043	BE ANYWHERE RESEARCH EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C076917/0347604		
NAME OF SUBMITTER:	Mark A. Paskar		
Signature:	/Mark A. Paskar/		

Date:

04/10/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”) dated as of April 9, 2013, is hereby entered into by and between ACTIVEGROUP VENTURES, INC., a Delaware corporation (the “**Assignor**”) and FOCUSVISION WORLDWIDE, INC., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor owns, has adopted and currently uses the registered trademarks identified on Schedule A, attached hereto (collectively, the “**Marks**”); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement made and entered into as of the date hereof, which provides for, among other things, the assignment of the Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, nations or territories in, to and under said Marks, all applications and registrations therefore, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after the date hereof or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain. This Assignment may be executed in counterparts (including by facsimile or electronic portable document (PDF) transmission), each of which when so executed shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

"ASSIGNOR"

ACTIVEGROUP VENTURES, INC.

By: Edmund W. Dean
Name: Edmund W. Dean
Title: C.F.O.

"ASSIGNEE"

FOCUSVISION WORLDWIDE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.


"ASSIGNOR"

ACTIVEGROUP VENTURES, INC.

By: _____
Name:
Title:

"ASSIGNEE"

FOCUSVISION WORLDWIDE, INC.

By: 
Name: *Robert D. ...*
Title: *Vice President*

Schedule A to Trademark Assignment Agreement

Name	Serial Number	Filing Date	Registration Number	Registration Date
ACTIVEGROUP	75849730	11/15/99	2400030	10/31/00
Be Anywhere Research Everywhere	85171286	11/8/10	4079043	1/3/12