

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
daqri, inc.	FORMERLY Augmented Dynamics Corporation	05/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Poem Investor Group, LLC
Street Address:	620 Newport Center Drive, 14th Floor
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4291230	DAQRI 4D
Serial Number:	85552347	4D EXPERIENCE
Serial Number:	85517817	AUGMENTED DYNAMICS
Registration Number:	4216277	MIX YOUR REALITY
Serial Number:	85517821	A NEW REALITY FOR EVERYONE
Registration Number:	4120586	DAQRI

CORRESPONDENCE DATA

Fax Number: 4158828220
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-882-8200
 Email: pltrademarks@klgates.com, Jocelyn.Belloni@klgates.com
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CH \$165.00 4291230

ATTORNEY DOCKET NUMBER:	1958684.00002 POEM INVEST
NAME OF SUBMITTER:	Jocelyn M. Belloni
Signature:	/Jocelyn M. Belloni/
Date:	05/20/2013
Total Attachments: 4 source=TM Assignment to Poem Investor Group, LLC#page1.tif source=TM Assignment to Poem Investor Group, LLC#page2.tif source=TM Assignment to Poem Investor Group, LLC#page3.tif source=TM Assignment to Poem Investor Group, LLC#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "**Assignment**") is made as of May 17, 2013 (the "**Assignment Date**"), by daqri, inc., a Delaware corporation (f/k/a Augmented Dynamics Corporation) ("**Seller**"), in favor of Poem Investor Group, LLC, a Delaware limited liability company (the "**Purchaser**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. The Seller and the Purchaser are parties to that certain Asset Purchase Agreement, dated as of May 17, 2013 (the "**Purchase Agreement**"), pursuant to which, among other things, Purchaser has agreed to acquire, and Seller has agreed to assign, all of Seller's right, title and interest in and to Seller's Trademarks listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "**Assigned Trademarks**"), including the goodwill associated therewith and the registrations therefor; and

B. The execution and delivery of this Assignment by the Seller is a condition to Closing.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Seller hereby irrevocably assigns, transfers, and delivers to the Purchaser all of Seller's right, title and interest in and to the Assigned Trademarks (as defined in Recital A above), including, without limitation, the U.S. registrations and applications therefor and the goodwill of the business symbolized thereby; any and all renewals and extensions thereof that may hereafter be secured under applicable law; all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, all national and regional applications deriving therefrom, and all subsequent registrations relating thereto; all income, royalties, damages, equitable relief and payments due or payable prior to or at the Closing or thereafter (including, without limitation, damages, equitable relief and payments for past, present or future infringements or unauthorized uses thereof, the right to sue and recover for past infringements or unauthorized uses thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world) (collectively, all of the foregoing is referred to herein as the "**Assigned Trademark Assets**").

2. Seller hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, to record the Purchaser as the owner and/or applicant, as the case may be, of each Assigned Trademark. Seller further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of the Purchaser or its successors, assigns or nominees to apply for trademark or other proper protection for said Assigned Trademarks.

3. Seller covenants and agrees that Seller shall, at the request of the Purchaser or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and

to transfer and vest title in and to the Assigned Trademark Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assigned Trademark Assets assigned, transferred and conveyed to Purchaser pursuant to this Assignment and the Purchase Agreement; *provided, however*, this Assignment and the Purchase Agreement shall be effective regardless of whether any such additional documents are executed.

4. Except as specifically provided in the Purchase Agreement, Purchaser acknowledges that Seller makes no representation or warranty whatsoever with respect to the Assigned Trademarks.

5. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein, and nothing contained in this Agreement shall supersede the Purchase Agreement or any provision contained therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

8. A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

9. The first paragraph of this Assignment and the Recitals are deemed to be integral parts of this Agreement and incorporated by reference herein.

[Signature page follows]

SCHEDULE A

LIST OF ASSIGNED TRADEMARKS

Trademark	Governing Entity	Serial Number	Filing Date	Registration Number
DAQRI 4D	USPTO	85552400	February 24, 2012	4291230
4D EXPERIENCE	USPTO	85552347	February 24, 2012	N/A
AUGMENTED DYNAMICS	USPTO	85517817	January 17, 2012	N/A
MIX YOUR REALITY	USPTO	85245540	February 17, 2011	4216277
A NEW REALITY FOR EVERYONE	USPTO	85517821	January 17, 2012	N/A
DAQRI	USPTO	85245532	February 17, 2011	4120586