

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
Sharewell, L.P.		03/28/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Sharewell Technologies LLC		
Street Address:	15151 Sommermeyer Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3510649	SHAREWELL	
Registration Number:	3510650	SHAREWELL	
Registration Number:	3884527	ELECTRO TRAC	
Registration Number:	1610184	TRUTRACKER	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-747-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Russell N. Rippamonti		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	25987-0001001		

CH \$115.00 3510649

NAME OF SUBMITTER:	Russell. N. Rippamonti
Signature:	/Russell N.Rippamonti/
Date:	05/24/2013
Total Attachments: 4 source=EXECUTED Trademark Assignment (Execution Version)#page1.tif source=EXECUTED Trademark Assignment (Execution Version)#page2.tif source=EXECUTED Trademark Assignment (Execution Version)#page3.tif source=EXECUTED Trademark Assignment (Execution Version)#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of March 28, 2012, and is made by Sharewell, L.P., a Texas limited partnership (“Assignor”), in favor of Sharewell Technologies LLC, a Texas limited liability company (“Assignee”).

The parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions, and renewals thereof (the “Trademarks”);

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law in any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claim and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, and that this Trademark Assignment is duly recorded and registered.

3. Signatures; Counterparts. This Trademark Assignment may be executed by facsimile or other electronic signature by any party and such signature will be deemed to be binding for all purposes hereof, without delivery of an original signature being thereafter required. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

4. Successors and Assigns. This Trademark Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Choice of Law. This Trademark Assignment shall be interpreted and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law or principles that might refer the governance or construction of this Trademark Assignment to the law of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

SHAREWELL, L.P.

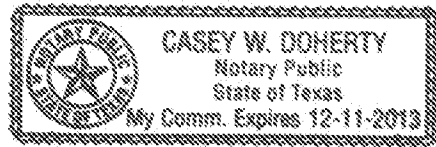
By: [Signature]

Name: Todd Casper

Title: President of Sharewell Management LLC
its General Partner

On this 28th day of March, 2011, Todd Casper personally appeared and executed the foregoing document before me and acknowledged that he/she executed the same for the purposes set forth herein with authority to do so.

[Signature]
Notary Public



AGREED TO AND ACCEPTED:

SHAREWELL TECHNOLOGIES LLC

By: [Signature]

Name: Todd Casper


Title: CEO

On this 28 day of March, 2011, Todd Casper personally appeared and executed the foregoing document before me and acknowledged that he/she executed the same for the purposes set forth herein with authority to do so.

[Signature]
Notary Public

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
Sharewell	77170756	5-2-2007	3510649	10-7-2008
 Sharewell	77170772	5-2-2007	3510650	10-7-2008
ELECTRO TRAC	77897996	12-21-2009	3884527	11-30-2010
TRUTRACKER	73768051	12-8-1998	1610184	8-14-1990