

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
Integrated Document Solutions, Inc.		06/17/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	DSI/Data Source, Inc.		
Street Address:	1400 Universal Avenue		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64120		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2377061	IDS	
Registration Number:	2708411	INTEGRATED DOCUMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-917/1707/ASSIGN		
NAME OF SUBMITTER:	Christopher M. Ott		

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Signature:	/christopher m ott/
Date:	06/18/2013
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of June 17, 2013, is made by Integrated Document Solutions, Inc., a Texas corporation (“**Seller**”), in favor of DSI/Data Source, Inc., a Delaware corporation (“**Purchaser**”), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement, dated as of June 17, 2013 (the “**Purchase Agreement**”), by and among Seller, Purchaser, and Walter E. Smith and Philip Templeton, the shareholders of Seller.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the domain name and registered trademarks set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of 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 claims 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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Seller 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 Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided 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.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of June 17, 2013.

PURCHASER

DSI/DATA SOURCE, INC.

By: 

Name: David Holland

Title: President and Chief Executive Officer

SELLER

INTEGRATED DOCUMENT SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

[Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of June 17, 2013.

PURCHASER

DSI/DATA SOURCE, INC.

By: _____
Name: David Holland
Title: President and Chief Executive Officer

SELLER

INTEGRATED DOCUMENT SOLUTIONS, INC.

By: Walter E. Smith
Name: WALTER E. SMITH
Title: PRESIDENT

[Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED DOMAIN NAME AND TRADEMARKS

1. Domain Name:

intdoc.com

2. Trademarks:

IDS

(Registration No. 2,377,061)

Integrated Document Solutions

(Registration No. 2,708,411)