

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
Couragent, Inc.		04/24/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Teco Image Systems Co., Ltd.		
Street Address:	6F., No. 156-1, Songjiang Rd., Zhongshan Dist.		
City:	Taipei City		
State/Country:	TAIWAN		
Postal Code:	104		
Entity Type:	CORPORATION: TAIWAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85207950	COURAGENT	
Serial Number:	85125805	CAPTURE-ID	
Registration Number:	4071193	FLIP-PAL	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-892-7343		
Email:	trent.martinet@dgsllaw.com		
Correspondent Name:	Trent Martinet		
Address Line 1:	1550 17th St. Ste. 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	TECO IMAGE SYSTEMS		
DOMESTIC REPRESENTATIVE			

CH \$90.00 85207950

Name: Trent Martinet
Address Line 1: 1550 17th St. Ste. 500
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Trent Martinet
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Signature:	/trent martinet/
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Date:	06/19/2013
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of **April 24, 2013**, is made by Couragent, Inc., a corporation organized and existing under the laws of Colorado, USA with its principal place of business located at 4025 Automation Way, Ste. F2, Fort Collins, CO 80525 USA ("**Assignor**"), in favor of Teco Image Systems Co., Ltd., a corporation organized and existing under the laws of Taiwan with a principal place of business located at 6F., No. 156-1, Songjiang Rd., Zhongshan Dist., Taipei City 104, Taiwan ("**Assignee**").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks/service marks and the associated applications and/or registrations for use on and in association with certain goods and services; and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to such trademarks/service marks for use on and in association with certain goods and services, and Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks/service marks for use on and in association with certain goods and services.

NOW, THEREFORE, in exchange for Assignee's payment of \$10.00 and other good and valuable consideration, including, (i) Assignee's agreement to (a) continue to supply goods to Assignor as set forth in this Trademark Assignment, and (b) Assignee's agreement to temporarily stay enforcement of certain of its rights, including the right to reclaim goods and to immediately enforce its lien and other rights, and (ii) Assignor's agreement to transfer the rights and intellectual property as identified herein, the adequacy and receipt of such consideration being hereby acknowledged, the parties agree as follows:

1. Assignment. Simultaneously with the execution of this Trademark Assignment, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks/service marks set forth on Schedule 1 attached hereto and made part of this Trademark Assignment for use on and in association with the goods and services set forth on Schedule 1 and any other applicable goods or services, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such trademarks/service marks, including intent-to-use trademark/service mark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) all rights of any kind whatsoever of Assignor 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. Consideration. In addition to other good and valuable consideration for the execution of this Trademark Assignment and the Patent Assignment executed between the parties in conjunction with this Trademark Assignment (collectively "**Assignments**"), the parties agree as follows:

a) Assignee waives, releases and forgives all outstanding debt and liabilities currently owed to it by Assignor as of the date of this Trademark Assignment is entered into ("**Waiver**") in the approximate amount of \$1,357,238 ("**Waived Debt**"), including the debt evidenced by the Convertible Promissory Note for \$850,739 ("**Note 1**"). This Waiver shall be stayed until completion of the terms of this Trademark Assignment provided that: (i) Assignor continues to make payments under Note 1 and is otherwise in compliance with the terms of Note 1, though these Assignments shall not be deemed to breach Note 1; (ii) Assignor makes payments under the Promissory Note in the amount of \$708,262 as contained in a separate document, which shall be entered into by both parties on the date of the Assignments ("**Note 2**") and is otherwise in compliance with Note 2; (iii) there is not the institution by or against Assignor of insolvency, receivership or bankruptcy proceedings; (iv) there is not an assignment for the benefit of creditors against Assignor; or (v) Assignor does not dissolve or cease to do business.

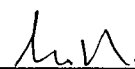
Upon the completion of the terms of this Agreement, provided that Assignor has made all payments due under Note 1 and Note 2 and any other debts owed to Assignee and at such time is in compliance with the provisions contained in the foregoing paragraph, this Assignment (including the Waiver) shall automatically terminate and have no further legal effect and all rights, title, and interest to the Trademarks shall automatically revert to Assignor. Without regard to whether Assignor complies with any of the conditions set forth in this Section 2, Assignor shall have the right at any time to pay any remaining balance owed under Note 1 and Note 2 and any other debts owed to Assignee and, upon such event, these Assignments (including the Waiver) shall automatically terminate and all rights, title and interest to the Patents shall revert to Assignor.

In the event the Waiver is not stayed pursuant to the terms contained in the first paragraph of this Section 2(a), Assignee shall forever waive, release and forgive the Waived Debt less the amount Assignor has paid to Assignee under Note 1 and Note 2.

b) Assignee hereby stays enforcement of its rights against Assignor as of the date of this Trademark Assignment under Note 1, the OEM Agreement entered into on or about June 28, 2011 ("**OEM**"), all of its outstanding invoices and any and all other agreements, contracts, covenants, promises, whether written or oral, between the parties, including but not limited to, the right to reclaim goods and to immediately enforce its lien and other rights (collectively "**Stay**"). This Stay shall continue until completion of the terms of this Trademark Assignment provided Assignor make payments under Note 1 and Note 2 and any other debts owed to Assignee and is otherwise in compliance with the terms of Note 1 and Note 2, though these Assignments shall not be deemed to breach Note 1 and Note 2. In the event this Trademark Assignment is terminated pursuant to the second paragraph of Section 2(a), Assignee waives and releases enforcement of the rights Stayed herein.

c) The parties hereby agrees to enter into an Amendment to the OEM Agreement ("**Amendment**") separately to amend and add certain terms to facilitate the sale and purchase of the Products after the Amendment Effective Date defined therein.

3. Worldwide Exclusive License. Assignee grants to Assignor a worldwide exclusive license, royalty free, to the Trademarks set forth in Schedule 1 until December 1, 2015 to practice, make and use the Trademarks, to use, sell and offer to sell products and services with the Trademarks and to alter, modify or change its use of the Trademarks.



4. Perfection of Trademarks Assignment

Upon Assignee's request, Assignor shall fully cooperate with Assignee and immediately instruct Assignor's attorneys to perfect the assignments of the Trademarks contemplated hereunder, and shall pay all the legal fees and filing fees in connection therewith. Assignee shall reimburse Assignor such fees in connection with Assignor's assignment of the Trademarks to Assignee upon Assignor's written request along with invoices thereof provided this Assignment is not terminated pursuant to the second paragraph of Section 2(a). Notwithstanding the foregoing, simultaneously with the execution of this Trademark Assignment, Assignor shall execute the power of attorney as contained in Attachment 1 hereto to appoint Assignee and such individuals as may further be delegated by Assignee as its attorney-in-fact to conduct the foregoing perfection of assignments of Trademarks.

5. Representations. Assignor represents and warrants that to the best of its knowledge (i) it is the sole owner of the Assigned Trademarks and that it has the full right and power to make the assignment of the Assigned Trademarks made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Trademark Assignment; and (ii) it is not aware of any infringements or violations regarding the Assigned Trademarks. Assignor agrees to indemnify Assignee against any and all liabilities, claims, suits, losses, costs and legal fees caused directly or indirectly by, or resulting from, its breach of any representations herein or any infringement claim by any third party with respect to any of the Assigned Trademarks arising out of Assignor's use of the Trademarks.

6. Further Actions. The parties shall timely take such steps and actions, without further consideration and at their own cost, following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to the other respective party, or any assignee or successor thereto.

7. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

8. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. During the first two years from the date of this Assignment, Assignee shall not transfer, sell, license or assign the Trademarks, this Trademark Assignment or any of its rights, duties or obligations hereunder, in whole or in part, without Assignor's written consent, which shall be given at Assignor's sole discretion.

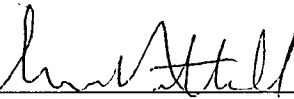
9. Governing Law and Jurisdiction. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule. Any dispute arising from, or in connection with, the Trademark Assignment shall be submitted to the exclusive jurisdiction of the United States District Court for the District of Colorado as the court of first instance.



SIGNATURE PAGE FOLLOWS

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

(ASSIGNOR)
COURAGENT, INC.

By: 
Name: Gordon Nuttall
Title: President & CEO

date: 24-Apr-2013

(ASSIGNEE)
TECO IMAGE SYSTEMS CO., LTD.

By: _____
Name: Eugene Huang
Title: Chairman

date: _____

ACKNOWLEDGMENT OF ASSIGNOR SIGNATURE

State of Colorado)
) ss.
County of Larimer)

On April 24th, 2013 before me
Gordon Nuttall

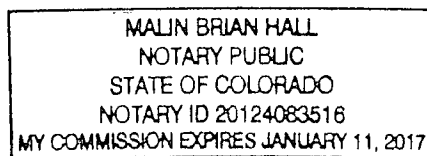
(insert name and title of the officer personally appeared)


President & CEO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the Trademark Assignment instrument the Assignor upon behalf of which the person acted, executed the Trademark Assignment instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





SCHEDULE 1

ASSIGNED TRADEMARKS

MARK	REGISTRATION/SERIAL NUMBER	GOODS/SERVICES
COURAGENT	U.S. Serial No. 85207950	IC009: Electronic and technology-based products for consumer and business use, namely, scanning devices.
CAPTURE-ID	U.S. SERIAL NO. 85125805 (ABANDONED)	IC042: Hard copy imaging devices, namely, scanning devices; providing a website featuring downloadable software and applications; providing a website featuring temporary use of nondownloadable software and applications
FLIP-PAL	U.S. REG. NO. 4071193	IC009: Hard copy image capturing devices, namely, optical scanners, excluding optical scanners for use with camcorders

[END OF SCHEDULE 1]

**ATTACHMENT 1
POWER OF ATTORNEY**

Couragent, Inc., a corporation organized and existing under the laws of Colorado, U.S.A. with its principal place of business located at 4025 Automation Way, Ste. F2, Fort Collins, CO 80525. U.S.A. ("Couragent"), does hereby constitute and appoint Teco Image Systems Co., Ltd., a corporation organized and existing under the laws of Taiwan with a principal place of business located at 6F., No. 156-1, Songjiang Rd., Zhongshan Dist., Taipei City 104, Taiwan ("TIS"), and such individuals as may be further delegated by TIS, as its true and lawful attorneys-in-fact jointly and/or severally, for it and in its name, place and stead, to (i) complete such papers and take such actions as may be necessary to perfect assignments of the Trademarks contemplated under the Trademark Assignment Agreement entered into between Couragent and TIS, (ii) make corrections, amendments and/or supplementation therein, (iii) conduct all procedures concerning same, and (iv) generally represent it and transact all business on its behalf in regard to these matters.

In addition, Couragent does hereby grant unto said attorneys in fact full authority and power to do and perform any and all other lawful acts necessary or incident to the performance and execution of the powers specified herein, as fully to all intents and purposes as it might or could do, with full power of substitution and revocation.

IN WITNESS WHEREOF, Couragent has caused this power of attorney to be executed and its corporate name to be subscribed hereto this 24th day of April, 2013.

Couragent, Inc.

By: *Gordon Nuttall*

Name: Gordon Nuttall

Title: President & CEO

ACKNOWLEDGMENT OF ASSIGNOR SIGNATURE

State of Colorado)
) ss.
County of Larimer)

On April 24th, 2013 before me Gordon Nuttall
(insert name and title of the officer personally appeared)

President & CEO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the Power of Attorney the Assignor upon behalf of which the person acted, executed the Power of Attorney.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Malin Brian Hall* (Seal)

