

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
Intelladon, LLC		07/01/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Tribridge Holdings, LLC		
Street Address:	4830 W. Kennedy Boulevard, Suite 890		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2922870	INTELLADON	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8132277433		
Email:	DHayes@trenam.com		
Correspondent Name:	Diana L. Hayes		
Address Line 1:	101 E. Kennedy Blvd., Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	131709-INTELLADON		
NAME OF SUBMITTER:	Diana L. Hayes		
Signature:	/Diana L. Hayes/		

Date:

07/25/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made and entered into this 1st day of July, 2013 (“Effective Date”), by **INTELLADON, LLC**, a Florida limited liability company (“Assignor”) for the benefit of **TRIBRIDGE HOLDINGS, LLC**, a Delaware limited liability company, and its successors and assigns (“Assignee”). Any capitalized terms used but not otherwise defined herein shall have the meaning(s) given them in the Purchase Agreement (as defined below). Assignor and Assignee are sometimes referred to collectively as the “parties,” each being a “party.”

RECITALS

WHEREAS, Assignor is the owner of certain United States and foreign trademarks, trade names, logos, copyrights, trade secrets, computer software and systems, and domain names; and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring and assigning all of its right, title and interest in and to said Assignor Intellectual Property (as hereinafter defined) to Assignee pursuant to the terms and conditions in this Assignment.

NOW, THEREFORE, in exchange for the payment of the purchase price and other consideration set forth in the Asset Purchase Agreement dated as of even date herewith, by and among Assignee, Assignor and certain other parties (the “Purchase Agreement”), providing for the sale by Assignor to Assignee of certain of the assets of Assignor, and other good and valuable consideration and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Transfer of Assignor Intellectual Property. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, pursuant to the terms of the Purchase Agreement, all of its right, title and interest whatsoever throughout the world in and to all trademarks (registered or unregistered), service marks, brand names, domain names, certification marks, trade dress, assumed names, trade names and other indications of origin and registrations in any jurisdiction, and applications in any jurisdiction to register the foregoing, including any extension, modification or renewal of any such registration or application; 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 any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing, including but not limited to all intellectual property attached as Exhibit A, whether registered or unregistered, together with all applications to register such intellectual property, and registrations of such intellectual property and together with all goodwill associated with the foregoing (collectively, the “Assignor Intellectual Property”) to Assignee.

2. Further Acts. Assignor hereby further agrees and covenants that Assignor, or Assignor’s legal representatives and assigns, as the case may be, shall execute and convey as

directed upon Assignee's request, without demanding any further consideration therefor, any and all other documents, information, evidence or facts requested by Assignee that are known or available to Assignor (or its successors or assigns) relating to said Intellectual Property or the history thereof, as Assignee in its reasonable discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested to do so. If Assignee is unable because of Assignor's mental or physical incapacity, death, absence, lack of cooperation or any other reason to secure Assignor's signature to apply for or to pursue any application for any United States or foreign patents, trademarks or copyright registrations covering Intellectual Property assigned to Assignee as set forth above, then Assignor hereby appoints Assignee or its successors or assigns as Assignor's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute and to file such documents on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Assignor. Assignor hereby authorizes the United States Patent and Trademark Office, and any similar foreign or domestic government authority to transfer the Intellectual Property, and any other governmental grants or issuances that may be granted upon any of the Intellectual Property rights, to Assignee or otherwise as Assignee may direct, in accordance with this Assignment.

3. Entire Agreement. This Assignment and the Purchase Agreement and other related documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

6. Subject to Purchase Agreement. This Assignment is delivered pursuant to and is subject to the terms of the Purchase Agreement including, without limitation, the representations, warranties and agreements set forth in the Purchase Agreement. Nothing in this Assignment is intended to expand, limit, modify, supersede or otherwise affect in any way any provision of the Purchase Agreement, including the parties' representations, warranties or agreements and the parties' obligations and rights under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

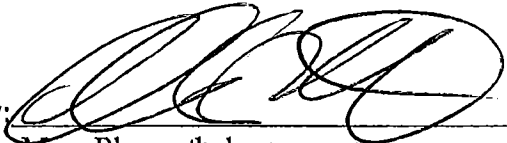
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been signed as of the date first above written.

ASSIGNOR:

INTELLADON, LLC, a Florida limited liability company

By: 
Marc Blumenthal, manager

ASSIGNEE:

TRIBRIDGE HOLDINGS, LLC, a Delaware limited liability company

By: _____
Chris Joseph, Chief Financial Officer

[SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment has been signed as of the date first above written.

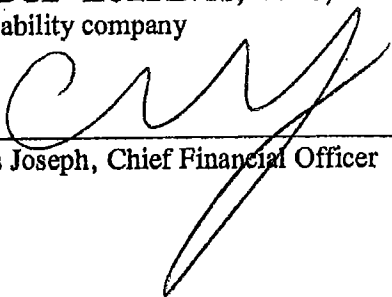
ASSIGNOR:

INTELLADON, LLC, a Florida limited liability company

By: _____
Marc Blumenthal, manager

ASSIGNEE:

TRIBRIDGE HOLDINGS, LLC, a Delaware limited liability company

By:  _____
Chris Joseph, Chief Financial Officer

[SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT]

Exhibit A

Assignor Intellectual Property

1. Registered trademark INTELLADON - Registration Number 2922870
2. The following Domain Names, and all copyright, proprietary, and exclusive access rights in and to the e-mail accounts, content, materials, and images included on and associated with, such Domain Names:

ACHIEVESYNC.COM
ACHIEVESYNC.INFO
ARTICULATE-TRAINING.COM
ATTAINMOBILE.BIZ
ATTAINMOBILE.COM
ATTAINMOBILE.INFO
ATTAINMOBILE.MOBI
ATTAINMOBILE.NET
ATTAINMOBILE.ORG
ATTAINMOBILE.US
ATTAINMOBILE.WS
ATTAINMOBILE.XXX
EKPSUPPORT.COM
E-LEARNINGBOOTCAMP.COM
E-LEARNINGBOOTCAMP.XXX
INTELLADON.BIZ
INTELLADON.COM
INTELLADON.INFO
INTELLADON.MOBI
INTELLADON.NET
INTELLADON.US
INTELLADON.XXX
INTELLADON2.COM
INTELLADON2.NET
INTELLADON2.XXX
INTELLADONLCMS.COM
INTELLADONLCMS.NET
INTELLADONLCMS.XXX
INTELLASYNC.BIZ
INTELLASYNC.COM
INTELLASYNC.INFO
INTELLASYNC.NET
INTELLADONCONTENT.COM