

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
	PAPERLESS OFFICE SOLUTIONS, INC.		02/08/2013
	FLAGSTAR BANK, FSB		02/08/2013
RECEIVING PARTY DATA			
Name:	CAPSILON CORPORATION		
Street Address:	55 Second Street, Suite 500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3471272	DOCVELOCITY
CORRESPONDENCE DATA			
Fax Number:	8583502399		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(858) 350-2300		
Email:	mbresnahan@wsgr.com		
Correspondent Name:	Matthew J. Bresnahan		
Address Line 1:	12235 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	26716-TM1001		
NAME OF SUBMITTER:	Matthew J. Bresnahan		
Signature:	/Matthew J. Bresnahan/		

CH \$40.00 3471272

Date:

07/25/2013

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

among

**CAPSILON CORPORATION
as Purchaser;**

**PAPERLESS OFFICE SOLUTIONS, INC.
as Seller;**

and

FLAGSTAR BANK, FSB;

Dated as of February 8, 2013

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of February __, 2013, by and among CAPSILON CORPORATION, a Delaware corporation ("**Purchaser**"); PAPERLESS OFFICE SOLUTIONS, INC., a Michigan corporation ("**Seller**"); and, FLAGSTAR BANK, FSB, a federally chartered savings bank ("**FSB**") that is an Affiliate of Seller, and is a party to this Agreement solely for the purpose of agreeing to the provisions of Section 1.2, Section 2.5, Article V, Sections 6.3.2, 6.6.2, 8.3(a)(ii), 8.3(b)(ii), 9.1, 9.2, 9.8, 9.9, Article X (except for Section 10.3 thereof), Article XI and Article XIII. Capitalized terms used herein have the respective meanings given thereto in Section 1.1 or the other applicable provisions of this Agreement.

RECITALS:

A. Seller engages in the business of selling, and marketing (for the purposes of selling), a cloud-based, end-to-end document imaging and sharing solution for the mortgage banking industry (such business as conducted by Seller as of the Execution Date, the "**Business**"). Subject to the terms and conditions set forth herein, Seller desires to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser desires to purchase and acquire from Seller, free and clear of all Liens, all of Seller's right, title and interest in and to all of the Purchased Assets (the "**Acquisition**").

B. FSB is an Affiliate of Seller and is a subsidiary of FSB and will obtain substantial direct and indirect benefit from the transactions contemplated hereby, including the provisions of the Master Services Agreement, the MSA Addendum and the Real Estate License Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE II. PURCHASE & SALE OF PURCHASED ASSETS

2.1 Purchased Assets. Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties, covenants and agreements of the parties contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of all Liens, all of Seller's right, title and interest in and to all of the Assets identified on **Schedule 2.1** hereto (the "***Purchased Assets***"), which Purchased Assets, expressly shall include the following:

(a) The Purchased Intellectual Property;

(d) All goodwill incident to the Business, including the value of the name(s) associated with the Business which are transferred to Purchaser hereunder and the value of good customer relations;

Schedule 3.13(b) Purchased Intellectual Property

The DocVelocity Trademark.

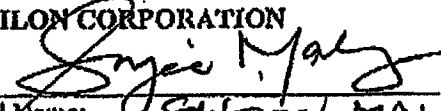
DOCVELOCITY

Word Mark DOCVELOCITY
Goods and Services IC 036. US 100 101 102. G & S: ELECTRONIC MORTGAGE LOAN DOCUMENT PROCESSING. FIRST USE: 20071102. FIRST USE IN COMMERCE: 20071102
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77339959
Filing Date November 29, 2007
Current Basis 1A
Original Filing Basis 1A
Published for Opposition May 6, 2008
Registration Number 3471272
Registration Date July 22, 2008
Owner (REGISTRANT) PAPERLESS OFFICE SOLUTIONS, INC. DBA DOCVELOCITY CORPORATION MICHIGAN 5151 Corporate Drive Troy MICHIGAN 48098
Attorney of Record Kevin J. Heinl
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties and FSB have caused this Agreement to be signed in their respective names by their duly authorized representatives effective as of the date first above written.

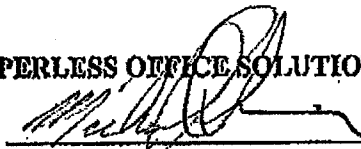
PURCHASER:

Witness: 
EMILIA ALARCOS

CAPSILON CORPORATION
By: 
Printed Name: SANJEEV MALANEY
Title: C.E.O.

SELLER:

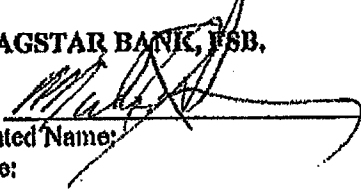
Witness: _____

PAPERLESS OFFICE SOLUTIONS, INC.
By: 
Printed Name:
Title:

FSB: FSB's signature is solely for the purpose of agreeing to the provisions of Section 1.2, Section 2.5, Article V, Sections 6.3.2, 6.6.2, 8.3(a)(ii), 8.3(b)(ii), 9.1, 9.2, 9.8, 9.9, Article X (except for Section 10.3 thereof), Article XI and Article XIII.

FLAGSTAR BANK, FSB.

Witness: _____

By: 
Printed Name:
Title: