

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------|-------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | | |
| CONVEYING PARTY DATA | | | | |
| | Name | Formerly | Execution Date | Entity Type |
| | Keneisys Corporation | | 07/25/2013 | CORPORATION: NEVADA |
| | Dr. Joseph Nemovicher | | 07/25/2013 | INDIVIDUAL: UNITED STATES |
| | Rose Nemovicher | | 07/25/2013 | INDIVIDUAL: UNITED STATES |
| | Dr. C Kerry Nemovicher | | 07/25/2013 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | | |
| Name: | DigitalMailer, Inc. | | | |
| Street Address: | 220 Spring Street, Suite 200 | | | |
| City: | Herndon | | | |
| State/Country: | VIRGINIA | | | |
| Postal Code: | 20170 | | | |
| Entity Type: | CORPORATION: VIRGINIA | | | |
| PROPERTY NUMBERS Total: 1 | | | | |
| | Property Type | Number | Word Mark | |
| | Registration Number: | 3274573 | VIRTUAL STRONGBOX | |
| CORRESPONDENCE DATA | | | | |
| Fax Number: | 7036841460 | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | | |
| Phone: | 703-684-1470 | | | |
| Email: | cbrundidge@brundidge-stanger.com | | | |
| Correspondent Name: | Brundidge and Stanger PLC | | | |
| Address Line 1: | 2318 Mill Road Suite 1020 | | | |
| Address Line 4: | Alexandria, VIRGINIA 22314 | | | |
| NAME OF SUBMITTER: | Carl I. Brundidge | | | |
| Signature: | /Carl I. Brundidge/ | | | |

OP \$40.00 3274573

Date:

07/26/2013

Total Attachments: 7

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This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of July 25, 2013 (the "Effective Date"), by and between Keneisys Corporation, a corporation organized under the laws of the State of Nevada, USA, Dr. Joseph Nemovicher, Rose Nemovicher, and Dr. C. Kerry Nemovicher, individually and referred to herein collectively as Keneisys ("Assignor") and DigitalMailer Inc., a company organized under the laws of the State of Virginia and referred to herein as DigitalMailer ("Assignee"). Each of the parties to this Agreement is individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Keneisys is the owner of the trademark registration listed on Exhibit A (the "Trademark Registration").

B. DigitalMailer wishes to acquire Keneisys's rights in the trademark referred to as the Trademark Registration.

AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by DigitalMailer to Keneisys, and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Keneisys and DigitalMailer hereby agree as follows:

1. ASSIGNMENT.

Keneisys, of 1705 Autumn Valley Way, Reno, Nevada 89523 (formerly of 5690 Riggins Court Suite 201, Reno, Nevada 89502) (hereinafter referred to as "Assignor"), is the formal owner of the trademark and corresponding U.S Registration set forth on attached Exhibit A, hereinafter referred to as the "Trademark Registration;"

WHEREAS, DigitalMailer, a corporation organized under the laws of Virginia, located and doing business at 220 Spring Street, Suite 200, Herndon, Virginia 20170 (hereinafter referred to as "Assignee"), wishes to acquire the entire right, title and interest in and to the Trademark Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby sell, assign, set over, and transfer unto Assignee, its legal representatives, assigns or successors, the entire right, title and interest, of whatever kind, in and to the Trademark Registration, together with the whole of the goodwill of the business relating to the products and services on which the Trademark Registration is used and for which it is registered and which is symbolized by the Trademark Registration, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark Registration, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark Registration, and together with all rights to sue for past, present and future infringement or misappropriations of the Trademark Registration, and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.



2. **PURCHASE PRICE.** The purchase price for the Trademark Registration is US \$10,000.00 which is payable by DigitalMailer to Keneisys as follows (the "Purchase Price"):

DigitalMailer will pay the purchase price on the Effective Date in immediately available funds by wire transfer pursuant to wiring instructions furnished by Keneisys.

3. **KENEISYS COVENANTS.** Keneisys covenants and agrees that it:

- a. will not contest DigitalMailer's full and complete ownership of the Trademark Registration for any product, including the rights to use, license the use of and/or register the Trademarks in any Territory for any products and/or services.
- b. will not use, or seek to register the Trademark Registration in any Territory for any products and/or services;
- c. will not manufacture, advertise, market or sell any products and/or services bearing the Trademark Registration.

4. **COOPERATION; COSTS AND EXPENSES.** After payment of the Purchase Price and upon the request of DigitalMailer, Keneisys shall execute and deliver to DigitalMailer all documentation required to perfect the transfer of the Trademark Registration in the trademark registries in any Territory; provided, however, that Keneisys shall not be required to incur any out-of-pocket expenses. Subject to the foregoing, DigitalMailer shall be responsible for preparation of all documentation required to perfect the transfer of the Trademark Registration (including documentation necessary to transfer the registration from Keneisys's predecessors in interest) and shall pay all costs incurred in connection therewith. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

5. **KENEISYS REPRESENTATIONS AND WARRANTIES.** Keneisys warrants and represents to DigitalMailer that as of the Effective Date:

a. Each of the persons signing this Agreement on behalf of Keneisys has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Keneisys in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Keneisys is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for Keneisys to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Keneisys are and shall be valid, legally binding obligations of and enforceable against Keneisys, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Keneisys is subject or by which Keneisys is bound, or constitute a breach or default under any agreement or other obligation to which Keneisys is a party or otherwise bound.

c. To the best of Keneisys's knowledge, it is the owner of all right, title and interest in the Trademark Registration and the Trademark Registration is valid and in good standing. Keneisys's duty of

cooperation includes cooperating, as is reasonably necessary, in DigitalMailer's efforts to record itself as the new record owner of the Trademark Registration.

d. Keneisys represents that there is no outstanding indebtedness incurred by Keneisys for which a valid lien or other security interest could be filed against the Trademark Registration. Keneisys's duty of cooperation further includes cooperating, as is reasonably necessary, to obtain the release of any lien which may be filed with respect to the Trademark Registration securing indebtedness incurred by Keneisys.

e. To the best of Keneisys's knowledge, there is no past due fee or payment owing relating to the Trademark Registration. Keneisys agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Keneisys or DigitalMailer, Keneisys will pay such fee to the Respective Trademark Office or to DigitalMailer as mutually agreed by the parties.

f. To the best of Keneisys's knowledge, there are no pending infringement actions against the Trademark Registration. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved.

6. DIGITALMAILER REPRESENTATIONS AND WARRANTIES. DigitalMailer represents and warrants to Keneisys that as of the Effective Date:

a. DigitalMailer is a corporation duly organized and in good standing under the laws of the state of Virginia. DigitalMailer has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by DigitalMailer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of DigitalMailer is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for DigitalMailer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by DigitalMailer are and shall be valid, legally binding obligations of and enforceable against DigitalMailer, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which DigitalMailer is subject or by which DigitalMailer is bound, or constitute a breach or default under any agreement or other obligation to which DigitalMailer is a party or otherwise bound.

c. DigitalMailer warrants that to the best of its knowledge, there is no pending infringement actions against the Trademark Registration attached hereto. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved. DigitalMailer further warrants that to the actual knowledge of the current officers, directors and employees of DigitalMailer, there are no threatened infringement actions against the Trademark Registration, and there are not any known facts which would provide the basis for such infringement action.

7. MISCELLANEOUS.

a. This Agreement shall be governed by the substantive laws of the State of Virginia, applicable to agreements fully executed and performed in said state. With respect to any action commenced by Keneisys against DigitalMailer or by DigitalMailer against Keneisys for any breach hereof or otherwise commenced with respect hereof, each of the parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the Federal courts in the State of Virginia.

b. All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either:

- i. personally delivered;
- ii. sent via certified air mail with a return receipt requested; or
- iii. sent via electronic means which produces a written record of the notice given.

Notices concerning this Agreement shall be addressed as follows:

If to Keneisys:

Keneisys Corporation
1705 Autumn Valley Way
Reno, Nevada 89523

Dr. Joseph Nemovicher
Rose Nemovicher
9140 Spruce Creek Court
Reno, NV 89523; and

C. Kerry Nemovicher
1705 Autumn Valley Way
Reno, Nevada 89523

If to DigitalMailer, Inc.:

Brundidge and Stanger PC
2318 Mill Road, Suite 1020
Alexandria, Virginia 22314
Tel: 703.684.1470
Fax: 703.684.1460
Attention: Carl I. Brundidge

Notices shall be effective upon receipt. The notice, addresses, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

c. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.

d. If either party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such party shall first consult with the other party and both parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.

e. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.

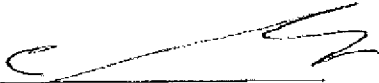
f. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

g. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on July 25, 2013, effective as of the Effective Date.

ATTEST:

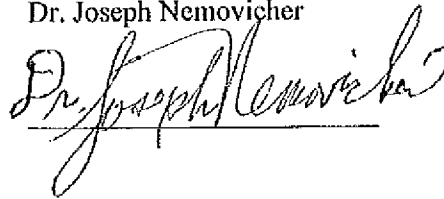
Keneisys Corporation



Dr. C. Kerry Nemovicher
President

25 July 2013
Date

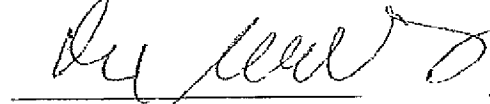
Dr. Joseph Nemovicher



Dr. Joseph Nemovicher

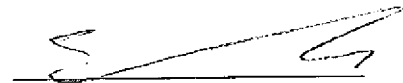
25 July 2013
Date

Rose Nemovicher



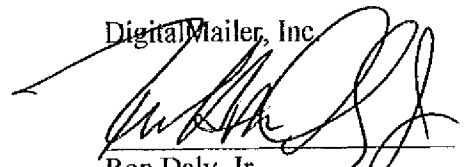
25 July 2013
Date

Dr. C. Kerry Nemovicher



25 JULY 2013
Date

Digital Mailer, Inc.



Ron Daly, Jr.
Chief Executive Officer (CEO)

7/25/13
Date

Exhibit A
Trademark Registration

Mark

U.S. Registration Number

VIRTUAL STRONGBOX

3,274,573