

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
SignUp4, LLC		03/31/2013	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	SU4-Worktopia, LLC		
Street Address:	3500 Piedmont Road NE		
Internal Address:	Suite 625		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3307787	WORKTOPIA	
CORRESPONDENCE DATA			
Fax Number:	9045986212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	904-598-6112		
Email:	krowe@sgrlaw.com		
Correspondent Name:	Katharine F. Rowe		
Address Line 1:	50 N. Laura Street		
Address Line 2:	Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Katharine F. Rowe		
Signature:	/Katharine F. Rowe/		

Date:

09/09/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 31, 2013, is made by SignUp4, LLC ("Transferor"), a Georgia limited liability company, located at 3500 Piedmont Road NE, Suite 625, Atlanta, Georgia 30305, in favor of SU4-Worktopia, LLC ("Transferee"), a Georgia limited liability company, located at 3500 Piedmont Road NE, Suite 625, Atlanta, Georgia 30305, the purchaser of certain assets of Transferor pursuant to a Contribution Agreement, by and between Transferee and Transferor, dated as of the date hereof (the "Contribution").

WHEREAS, under the terms of the Contribution, Transferor has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Transferor, 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 and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Contribution, the payment of the consideration stipulated in the Contribution and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Transferor hereby irrevocably conveys, transfers and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Contribution, the transfer of Transferor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) 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. Transferor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Transferee. Transferor 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 Transferee, or any assignee or successor thereto.

3. Terms of the Contribution. The terms of the Contribution, 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 Contribution 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 Contribution and the terms hereof, the terms of the Contribution 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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

IN WITNESS WHEREOF, Transferor has duly executed and delivered this IP Assignment as of the date first above written.

SIGNUP4, LLC


By: 
Name: Nick Romano
Title: President

Address for Notices:
c/o SignUp4, LLC
3500 Piedmont Road NE, Suite 625
Atlanta, Georgia 30305

AGREED TO AND ACCEPTED:

SU4-WORXTOPIA, LLC

By: SignUp4, LLC Manager

By: 
Name: Nick Romano
Title: President

Address for Notices:
c/o SU4-Worktopia, LLC
3500 Piedmont Road NE, Suite 625
Atlanta, Georgia 30305

SCHEDULE 1

[LIST ASSIGNED WORKTOPIA PATENTS AND PATENT APPLICATIONS]

NONE

SCHEDULE 2

[LIST ASSIGNED WORKTOPIA TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS]

The trademark in the word mark "WORKTOPIA" registered with the United States Patent and Trademark Office under serial number 76622649, and Registration number 3307787.

SCHEDULE 3

[LIST AND DESCRIPTION OF OTHER WORKTOPIA IP ASSETS AND FUNCTIONALITY]

Table of Contents

- Worktopia
- Background
- Code Changes and Updates
- Development History
- Operations
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Worktopia

Worktopia's primary product consists of its Universal Meeting Solution (UMS). It has been in ongoing development since 2006. The versions have grown to encompass each other and live together as one today in UMS, including VE and CE versions that now contain Meeting Space, Hotels, Catering, Virtual Conference's, and Tele-Presence. Worktopia allows meeting planners and administrative assistants to select the best option

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for meeting space and overnight accommodations or video conferences by giving real-time access to bookings, RFP quotes and available space, all instantly in a web browser.

Background

SignUp4 in May 2011 began a Due Diligence assessment of Worktopia's technology infrastructure, assets and code base. The team reviewed the code worthiness, usability, and deep design. The architecture was confirmed intact and of sound design using Microsoft .NET, C# and F# using SQL 2005 Servers for the Database. The code was found to be running in an n-tier environment in working order. The technology team conducted this audit and focused on documenting the existing state of the environment, identifying strengths and gaps, and formulating and prioritizing recommendations for the assets if acquisition occurred. Liabilities were conducted and reviewed by Nick Romano, Mark Hubrich and Doug Wetzel. Brandon Schust and Jorge Diaz conducted technology assessment activities and prepared the findings that were presented to Nick Romano. SignUp4 became a suitor for the acquisition of Worktopia, Inc.'s assets in mid-May. Worktopia was acquired in the following week by SignUp4 at which time Brandon Schust and Jorge Diaz took control of operations in production infrastructure running at Teklinks in Birmingham Alabama. Between May 19th and May 22 the technology team went to Teklinks datacenter and cloned the entire production environment including the 3 tiers (DEV, QA, and UAT). During this event all digital source control systems and operational servers were cloned. Systems was transported to QTS Atlanta where SignUp4's production systems live and was brought into an operational state leading up to May 31st, at which time Teklinks disabled production assets in Birmingham and repurposed the equipment. The SignUp4 Technology team turned up the VMware machines and services in the QTS datacenter for all Production Worktopia systems. The operation was seamless to the client base as the cloned databases were synced 48 hours prior to transition. The Development tiers and operational servers were bought online in SignUp4's corporate VMware infrastructure.

Code Changes

As of March 18, 2013 the Worktopia code is housed in Signup4's production environment. The source code is in Signup4's Team Foundation Server (TFS) repository. Six (6) development sprints have occurred in the code base since acquisition. Including adding: optimized search abilities, PNR Mapping, Payment Gateways, Browser Capability changes, deployment of 100+ enhancements and bug fixes. The code is currently running on top of .Net Framework 4.0 and has two (2) developers and two (QA) staff trained in the product. Five (5) future sprints are planned estimating roughly 1240 hours of upcoming development in new product enhancements and capabilities.

Development History

The Worktopia past development team spun down late 2010 and were dissolved in early 2011. Prior to then they were charged with adding form and establishing development methodologies to the environment. Significant progress was been made with respect to better deployment schedules and routines. The software was in the process of being moved from UAT to Production (Version 2.4.82 to 2.4.83) when hardship faced Worktopia and the progress was halted. The team resources were relatively lean given the

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product backlog and initiatives, and teams were often worked well beyond normal capacity.

Between fall 2010 and early 2011 Worktopia began utilizing Cybage in India to do their development. Projects ranged from adding basic internationalization to the product as well as significant changes to the Web Services and underlying core systems. Although technical documentation is minimal, there is substantial code and comments in place from developers to see where Cybage left off and continue the development efforts.

At the time the code base was running out of Microsoft Visual Studio .Net 2005 using VB.Net, C# and F#. The core and master pages are using MVC 1.0/2.0. There are some controllers in place to process incoming requests, handling user input and interactions although adoption is spotty in some places. The use of C# is heavy in the code, but used consistently in the Front and Back-End systems. F# is being used in the analytics and search criteria and randomization engine. The randomization allow for results on Hotels and Meeting space to show Preferred Vendors first then display and random set of vendors in the particular search criteria.

Reporting is currently running on top of Microsoft SQL Server Reporting Services (SSRS). There is a base set of reporting's available for Demand and Suppliers. Scheduled reports are static and emailed out at fixed intervals.

Operations

Worktopia has built a vast client service template driven infrastructure into the product line. As a Client comes into the system custom responses are send to them based on requests and workflow. The CSR team also has access to these as well as a myriad of roles that allow them to aid the clients in their use of the website.

* travelocity
** business'

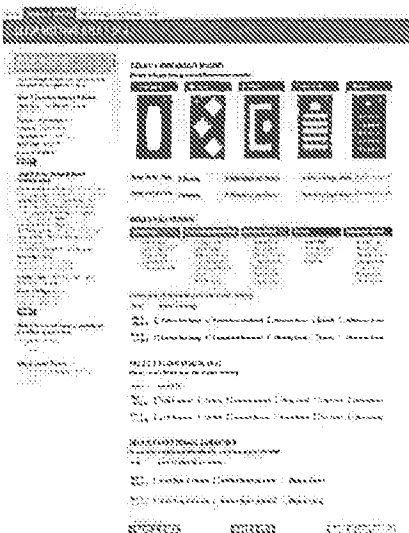


Step 3: Select Breakout Rooms, Catering & AV

In step 3 you can add breakout rooms if needed and select ala carte from the choices of catering required for your meeting.

You can also choose AV and amenities from a menu of options.

At anytime throughout the booking process you can click on the 'save & back' to return to the previous page, 'save & exit' to resume the booking process at another time and 'save & continue' to move to the next step.



01/10/2011

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The Client Service team was well documented and had a vast set of Word documents, Excel Spreadsheets and PowerPoint's in their client Setup, Onboarding, and ongoing

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Daily operation's. These documents provide visibility into complexities in setting up a client. There is library of documents from setting of multiple Suppliers, adding Bulk User Upload, and creating Hotel Rates.

Code Base Valuation

Worktopia Projects and Development (Duration and Cost) and Development to date for Continuing Operation (Maintenance)

Currently SignUp4 as of March 18, 2013 has run six (6) development Sprints for the Worktopia UMS code base. These efforts totaled 1140 hrs.

Worktopia Projects Completed and in Queue (by SignUp4, LLC)

UMS 2.4.83 Estimated	Development			Status
	Hours	Rate	Total	
Load with History to TFS	80	120	\$ 9,600.00	Completed
Build Development Environment	80	120	\$ 9,600.00	Completed
Place on the Build Server	40	120	\$ 4,800.00	Completed
Rebranding of fifteen pages	60	120	\$ 7,200.00	Completed
Changing of contact information	25	120	\$ 3,000.00	Completed
Adjustment of Login to Admin	100	120	\$ 12,000.00	Completed
Adjust of Admin Tables	80	120	\$ 9,600.00	Completed
Data Migration to Admin	80	120	\$ 9,600.00	In Progress
Hotel Data Population	60	120	\$ 7,200.00	Completed
Critical Bugs in Backlog	120	120	\$ 14,400.00	Completed
SSO for Login using 34526decrypter.aspx	40	120	\$ 4,800.00	In Progress
Channel/Sub Administrator	80	120	\$ 9,600.00	Completed
Add Apollo adjacent to Sabre	80	120	\$ 9,600.00	In Progress
Add uAPI to adjacent to Sabre	120	120	\$ 14,400.00	In Progress
Rework Reporting with Telerik	80	120	\$ 9,600.00	In Progress
Fix HTML and IE in pages	120	120	\$ 14,400.00	Completed
	1345	Total Hrs.	\$ 149,400.00	Total Cost

Code Base Valuation Conclusions (Worth)

The Worktopia primary code base began development in late 2006 and received Classic ASP development between 2006 and early 2008. The Code based was moved to .Net Framework running on VB/C#/F# on Framework 2.0 between 2008 and leading up to March 2011.

The Web Software base has gone through three major revisions and at least thirty maintenance releases over the past two and half years. Amex business requirements forced them to have a large undertaking between 2008 and 2010 which had the code converted to a dynamic platform that allow for the web content to be stored in a database allowing for multiple languages to be displayed at the user level. The Web Core was also transitioned to include many corporate requirements catapulting the UMS code base into the CE edition with the core features it has today.

There are numerous backend services in place and functional today: from a payment Gateway connection to Authorize.net, a connection to New Market for Meeting Space availability, a Company /Channel level (PCC) connection capability to Sabre, an Image upload service that allow Suppliers and Administrator to add images and floor plans, and an array of web and windows services to support those and other operations.

Below are the Development Hours and Cost spent to date based on invoices, backlogs, salaries and past development schedules. Deprecation, Tax, Total Burden and other fees are not calculated below.

UMS 2.4.82 as of May 2011	Development		
	Hours	Rate	Total
WebSite Core www.worktopia.com	4800	180	\$ 864,000.00
WebSite Core amex.worktopia.com	2200	180	\$ 396,000.00
Data Management Webservice	560	120	\$ 67,200.00
Email Management Webservice	620	120	\$ 74,400.00
Attendee Management Service	360	120	\$ 43,200.00
Image Upload Utility Service	160	120	\$ 19,200.00
Meeting Broker Service	720	120	\$ 86,400.00
Meeting Hold Service	320	120	\$ 38,400.00
Email Sender Service	480	120	\$ 57,600.00
Server Utility Services	120	120	\$ 14,400.00
Worktopia Database Design	1600	160	\$ 256,000.00
Interstatic Database Design	1100	160	\$ 176,000.00
Logging Database Design	400	160	\$ 64,000.00
Logging Services	180	120	\$ 21,600.00
		0	\$ -
		0	\$ -
	13620 Total Hrs.		\$ 2,178,400.00 Total Cost

Conclusions

- The application appears to be very creatively done, leveraging very strong skillsets, with clear intellectual property value.
- The creativity they have shown in their solutions, for instance in the Hotel Block booking, are innovative and unique, providing an advantage over other competitors.

The skills and technologies used by Worktopia have enabled the UMS product to be a differentiator for SignUp4's overall business. The applications themselves were highly customized for a few clients, demonstrating how staff generated increased client interaction, leading to additional requirements and dependencies. The company was acting as a true enabler of the business, and in fact, acted as an innovator for the business through their ability and willingness to address their customer's wishes, often resulting in new and innovative types of services in the UMS product.

The Worktopia Code base contains roughly 14,760 hours of development in the UMS Product Suite with an estimated 2.2 million dollars in coding, design and setup effort expended.