

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
Electronic Online Systems International		10/31/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	SirsiDynix EOS, LLC
Street Address:	3300 North Ashton Boulevard
Internal Address:	Suite 500
City:	Lehi
State/Country:	UTAH
Postal Code:	84043
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2800214	EOS E-LIBRARY SERVICE
Registration Number:	2991027	EOS.WEB
Registration Number:	3251102	CONNECTING PEOPLE TO KNOWLEDGE

CORRESPONDENCE DATA	
Fax Number:	4043659532
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404.364.7421
Email:	MMMIPDocket@system.foundationip.com
Correspondent Name:	Daniel E. Sineway
Address Line 1:	3343 Peachtree Rd, N.E.
Address Line 2:	1600 Atlanta Financial Center
Address Line 4:	Atlanta, GEORGIA 30326

NAME OF SUBMITTER:	Daniel E. Sineway
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CH \$90.00 2800214

Signature:	/Daniel E. Sineway/
Date:	11/12/2013
Total Attachments: 8 source=Sirsi-EOS IP Assignment Agreement#page1.tif source=Sirsi-EOS IP Assignment Agreement#page2.tif source=Sirsi-EOS IP Assignment Agreement#page3.tif source=Sirsi-EOS IP Assignment Agreement#page4.tif source=Sirsi-EOS IP Assignment Agreement#page5.tif source=Sirsi-EOS IP Assignment Agreement#page6.tif source=Sirsi-EOS IP Assignment Agreement#page7.tif source=Sirsi-EOS IP Assignment Agreement#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into on this 31st day of October, 2013, by and between Electronic Online Systems International, a California corporation (collectively, the "Assignor"), and SirsiDynix EOS, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement, by and among (i) the Assignor, (ii) the Assignee, Cheatham Revocable Trust and Scot Cheatham, of even date herewith (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Assets, including, but not limited to, the trademarks, trade names and logos on Schedule A attached hereto ("Trademarks"), the copyrights attached hereto on the same Schedule A (the "Copyrights") and the domain names on the same Schedule A hereto (the "Domain Names," and collectively with Trademarks, the "Intellectual Property Assets");

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office (where applicable);

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights, Domain Names, and other Seller's Proprietary Rights related thereto and included in the Purchased Assets, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and

the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Asset Purchase Agreement. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof the terms of the Asset Purchase Agreement shall control.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws doctrines.

5. Delivery of Tangible Items. The Assignor shall arrange for delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

ELECTRONIC ONLINE SYSTEMS INTERNATIONAL

By: 
Name: Scot Cheatham
Title: Chief Executive Officer

ASSIGNEE:

SIRSIDYNIX EOS, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:


ASSIGNOR:

ELECTRONIC ONLINE SYSTEMS INTERNATIONAL

By: _____
Name: _____
Title: _____

ASSIGNEE:

SIRSIDYNIX EOS, LLC

By:  _____
Name: William Dawson Jr.
Title: CEO

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Copyrights

Digital Library Survival Guide, Copyright Application Service Request #1-1002530541

Trademarks

EOS e-Library Service, Trademark Registration #2800214

EOS.Web, Trademark Registration #2991027

Connecting People to Knowledge, Trademark Registration #3251102

Trade Names

EOS

EOS' logo

EOS International

Electronic Online Systems International

EOS Limited

Electronic Online Systems International Limited

EOS.Web Essentials

EOS.Web Express

EOS.Web Enterprise

EOS.Web Legal

EOS.Web Academic

EOS.Web Medical

EOS.Web Consortia

EOS.Web Digital

EOS GLAS
EOS.Web OPAC Discovery
EOS e-Library Service
EOS.Web Cataloging
EOS.Web Circulation
EOS.Web Serials
EOS.Web Acquisitions
EOS.Web Z39.50 Client/Server
EOS.Web Indexer
EOS.Web KnowledgeBuilder
EOS.Web Reference Tracking
EOS.Web SIP2/3M
EOS.Web RFID
EOS.Web Web Services
EOS.Web IP Authentication
EOS.Web Classification Management
EOS.Web Media Bookings
EOS.Web Electronic Content Management
EOS.Web Electronic Resource Management
EOS.Web Inter-Library Loan
EOS.Web Content Aggregator
EOS.Web Course Reserves
EOS.Web SharePoint
EOS.Web ReportWriter
EOS.Web Network

EOS.Web Federated Search

EOS.Web SSL Encryption

Domain Names

www.eosintl.com

www.eosintl.co.uk