

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZipBusiness Corp.		11/12/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BizCloud, Inc.		
<b>Street Address:</b>	555 Bryant Street		
<b>Internal Address:</b>	Suite 583		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95301		
<b>Entity Type:</b>	CORPORATION: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3910486	BIZCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155130445		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(415) 539-7880		
<b>Email:</b>	vahid@bizcloudnetwork.com		
<b>Correspondent Name:</b>	Vahid Razavi		
<b>Address Line 1:</b>	555 Bryant Street		
<b>Address Line 2:</b>	Suite 583		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 95301		
<b>NAME OF SUBMITTER:</b>	Vahid Razavi		
<b>Signature:</b>	/vahid razavi/		
<b>Date:</b>	11/15/2013		

OP \$40.00 3910486

**Total Attachments: 8**

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## BIZCLOUD, INC.

### Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") dated November 12, 2013 (the "EFFECTIVE DATE"), by and between BizCloud, Inc., a Wyoming Corporation (the "Company") and Zipbusiness, a California corporation (the "Assignor").

WHEREAS the Assignor is the owner of the trademark(s) and trade dress associated with those trademarks, as well as all registrations associated therewith, (the "Trademarks and Trade Dress") attached hereto in Exhibit A, and the goodwill of the business relating to the products and services upon which the Trademarks and Trade Dress are used and for which they are registered (the "Goodwill");

WHEREAS the Assignor desires to convey, transfer, assign and deliver to the Company all of its right, title and interest in and to the Trademarks and Trade Dress along with the Goodwill;

NOW THEREFORE, pursuant to the following, and in consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

1. **Assignment.** The Assignor irrevocably and perpetually assigns, grants and transfers to the Company all of the Assignor's right, title and interest, in the United States and throughout the world, in and to the Trademarks and Trade Dress, together with (1) the Goodwill; (2) all common law rights and any trademark registrations and applications; (3) all income, royalties and damages that become due or payable to the Assignor with respect to the Trademarks and Trade Dress, including damages and payments for past or future infringements and misappropriations of the Trademarks and Trade Dress; and (4) all rights to sue for past, present and future infringement or misappropriations of the Trademarks and Trade Dress. The rights granted by this assignment shall be held and enjoyed by the Company for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.
2. **Consideration.** The Company shall pay \$100 dollars in consideration for the assignment.
3. **Perfection of Intellectual Property Rights.** The Assignor will cooperate fully with the Company after the EFFECTIVE DATE with respect to the procurement, maintenance and enforcement of the Trademark and Trade Dress rights being assigned by this Agreement. The Assignor will sign all papers, including without limitation declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect or perfect its rights and interests in the Trademarks and Trade Dress being assigned by this Agreement, both in the United States and throughout the world.
4. **Representations and Warranties.** The Assignor represents and warrants that it has the full right, power and authority to convey the entire right, title and interest herein assigned, and that the Assignor will not take any action, use any of the Trademarks and Trade Dress, or execute any instrument or grant or transfer any rights, title or interests inconsistent with this Agreement. Assignor further represents and warrants that there are no liens or securities interests against the Trademarks and Trade Dress, and that execution of this Agreement and the performance by the Assignor will not violate or conflict with any other agreement to which the Assignor is a party.
5. **Warranty Disclaimer.** THE ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS AND

TRADE DRESS, OR ANY RELATED MATERIALS, PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS." THE ASSIGNOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

6. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS AND TRADE DRESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter.

9. **Successors.** This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Agreement.

10. **Dispute Resolution.** In the event of any dispute or claim relating to or arising out of this Agreement (any "Claim"), the Company and the Assignor agree that any such Claim shall first be handled through a confidential mediation. The mediation shall be held in San Francisco, California before a mediator mutually agreed to by the parties. The Company and the Assignor shall split the cost of any mediator. If the parties are not able to resolve the Claim the parties each agree to resolve the Claim (excluding claims for injunctive or other equitable relief) through a binding arbitration by the American Arbitration Association ("AAA"). Unless the parties agree otherwise, the arbitration shall be held in San Francisco, California. The arbitration and the terms of any outcome or settlement shall be kept confidential. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. In proceeding in this manner, the Company and the Assignor are waiving any and all rights to a jury trial or court trial (other than for claims for injunctive or equitable relief) or to participate in a class action.

11. **Governing Law.** This Agreement and actions taken hereunder shall be governed by, and construed in accordance with the laws of the State of California, applied without regard to conflict of law principles.

12. **Termination.**

*The remainder of this page is intentionally left blank*



IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of the date set forth below.

THE ASSIGNOR

Signed: Vahid Razavi  
(sign name above)

Date: Nov, 12, 2013

Name: VAHID RAZAVI

THE COMPANY

Signed: Vahid Razavi  
(sign name above)

Date: Nov, 12, 2013

Name: VAHID RAZAVI

Title: CEO

State of Wyoming

County of USA

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that such person executed the same in such person's authorized capacity, and that, by such person's signature on the instrument, the person or the entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

State of California  
County of San Francisco )

On Nov. 12th, 2013 before me, Xinquan Mai, Notary Public  
(insert name and title of the officer)

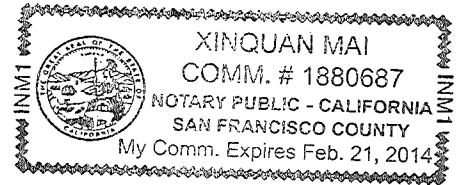
personally appeared Vahid Razavi  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**EXHIBIT A**

**LIST OF TRADEMARKS AND TRADE DRESS  
USPTO Trademark Details:**

Word Mark BIZCLOUD

Goods and Service

FIRST USE: 20081201. FIRST USE IN COMMERCE: 20081201

(4) STANDARD CHARACTER MARK

Serial Number 85019005

Filing Date April 21, 2010 Status Current

Registration Number 3910486

Registration Date January 25, 2011



**EXHIBIT B**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, ZipBusiness DBA BizCloud, a corporation with a principal place of business at 555 Bryant Street Suite 583 Palo Alto CA 94301 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Exhibit A hereto (the "Marks") and all foreign registrations everywhere in the world; and

WHEREAS, BizCloud, Inc., a corporation duly organized and existing under the laws of the State of Wyoming and having its principal place of business at 555 Bryant Street Suite 583, Palo Alto CA 94301 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

ASSIGNOR

Signed: Vahid Razavi  
(sign name above)

Date: November 12, 2013

Name: VAHID RAZAVI

ASSIGNEE

Signed: Vahid Razavi  
(sign name above)

Date: November 12, 2013

Name: VAHID RAZAVI

Title: CEO

**ACKNOWLEDGMENT**

State of California  
County of San Francisco )

On Nov. 12th, 2013 before me, Xinquan Mai, Notary Public  
(insert name and title of the officer)

personally appeared Vahid Razavi  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

