

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>
Groundwire		01/31/2013	non-profit corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DirectApps, Inc.		
<b>Street Address:</b>	1430 Blue Oaks		
<b>Internal Address:</b>	Suite 270		
<b>City:</b>	Roseville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3762575	GROUNDWIRE	
<b>Registration Number:</b>	3776216	GROUNDWIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669256979		
<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>	206-981-1880 x101		
<b>Email:</b>	bert@freevectoradvisors.com		
<b>Correspondent Name:</b>	Bert Sugayan		
<b>Address Line 1:</b>	1024 1st Street, Suite 103		
<b>Address Line 4:</b>	snohomish, WASHINGTON 98290		
<b>NAME OF SUBMITTER:</b>	Bert Sugayan		
<b>Signature:</b>	/bert sugayan/		

OP \$65.00 3762575

Date:

12/23/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of January 31, 2013, is made by and among Groundwire Consulting, Inc., a Washington corporation (“**Seller**”) and Groundwire, a Washington nonprofit corporation (“**Parent**”), in favor of DirectApps, Inc., a Delaware corporation d/b/a Direct Technology (“**Buyer**”), the acquirer of certain assets of Seller and Parent pursuant to that certain Asset Purchase Agreement, among Buyer, Seller and Parent (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller and Parent have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller and Parent, and has agreed to execute and deliver this Assignment, for recording with the US Patent and Trademark Office;

NOW THEREFORE, the parties as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Parent hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's and Parent's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”).

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

(c) 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

(d) 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. Seller and Parent hereby authorize the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, 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 Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

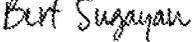
5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

(Signature page follows)

IN WITNESS WHEREOF, Seller, Parent and Buyer have duly executed and delivered this Assignment as of the date first above written.

SELLER

Groundwire Consulting, Inc., a  
Washington corporation

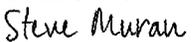
By:  Bert Sugayan  
B74FFFE3984D4E2

Name: Bert Sugayan

Title: President, Board of Directors

PARENT

Groundwire, a Washington nonprofit  
corporation

Signed by:  
By:  Steve Muran  
BF96E325E60C4B6

Name: Steve Muran

Title: President, Groundwire Board of Directors

AGREED TO AND ACCEPTED:

BUYER

DirectApps, Inc., a Delaware corporation  
d/b/a Direct Technology

By:  John Sercu  
003C612E7080428

Name: John Sercu

Title: COB

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

<b>Trademark</b>	<b>Type</b>	<b>Serial #</b>	<b>Reg. #</b>	<b>Owner</b>
GROUNDWIRE ENGAGE	Word Mark	85708183	N/A	Groundwire Consulting, Inc.
GROUNDWIRE	Word Mark	77756843	3762575	Groundwire
GROUNDWIRE	Word Mark	77756829	3776216	Groundwire