

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
Xiolink, LLC		12/31/2013	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Co Sentry St. Louis, LLC		
Street Address:	12700 West Dodge Road		
Internal Address:	4th Floor		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2923416	YOUR DATA...ALWAYS WITHIN REACH	
Registration Number:	2962436	XIOLINK	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	127866227534		
NAME OF SUBMITTER:	Janis Nici		

OP \$65.00 2923416

Signature:	/janis nici/
Date:	01/07/2014
Total Attachments: 5 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31st day of December, 2013, by and between Xiolink, LLC, a Missouri limited liability company, and having a usual place of business at 1111 Olive Street, St. Louis, Missouri 63101 ("Assignor") and CoSentry St. Louis, LLC, a Delaware limited liability company, and having a usual place of business at 12700 West Dodge Road, 4th Floor, Omaha NE 68154 ("Assignee"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined), and the terms of construction set forth in Section 8.3 of the Purchase Agreement shall apply to this Assignment.

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks") and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its permitted successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its permitted successors, assigns or legal representatives in accordance with the terms of this Assignment. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks.

This Assignment is in all respects subject to the provisions of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks, and is not intended in any way to modify, limit or qualify any provision of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and

the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

The governing law of this Assignment shall be as set forth in Section 7.7 of the Purchase Agreement and any dispute or controversy arising out of this Assignment shall be resolved in accordance with Section 7.7 of the Purchase Agreement.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor. Signatures of the parties executing this Assignment transmitted to the other parties by facsimile, "pdf" or other customary electronic means shall be binding as evidence of such sending party's intent to be bound by the terms hereof.

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Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: XIOLINK, LLC

Signature: 

Name: Bradley Pittenger

Title: Chief Executive Officer

ASSIGNEE: COSENTRY ST. LOUIS, LLC

Signature: _____

Name: Michael Polcyn

Title: Manager


[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: XIOLINK, LLC

Signature: _____
Name: Bradley Pittenger
Title: Chief Executive Officer

ASSIGNEE: COSENTRY ST. LOUIS, LLC

Signature: 
Name: Michael Polcyn
Title: Manager

[Signature page to Trademark Assignment]

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No. & Date</i>
YOUR DATA...ALWAYS WITHIN REACH	United States	2923416, 2/1/05
XIOLINK	United States	2962436, 6/14/05

Exhibit A - Trademark Assignment