

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Discovery, Inc.		01/13/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	DTI of Washington, LLC		
Street Address:	Two Ravinia Drive, Suite 850		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2466300	APPLIED DISCOVERY	
Registration Number:	2794155	DISCOVER A BETTER WAY	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		
Date:	01/13/2014		

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TRADEMARK

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of January 13, 2014 (the "Effective Date"), by and between Applied Discovery, Inc., a Washington State corporation ("Assignor"), and DTI of Washington, LLC, a Delaware limited liability company ("Assignee").

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 13, 2014 (the "Asset Purchase Agreement").

B. Pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of the trademarks and service marks as more fully described on Schedule A hereto (the "Transferred Marks").

C. The Asset Purchase Agreement provides that as a condition to the consummation of the transactions contemplated thereby, the parties hereto shall execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, effective as of the Effective Date, does hereby sell, transfer, assign, convey and deliver to Assignee, all right, title, and interest that exist today and may exist in the future in and to the Transferred Marks together with the goodwill of the Business associated therewith and symbolized thereby. Assignor further hereby assigns, transfers, conveys and delivers to Assignee all rights of Assignor and its Affiliates to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Marks, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse; and Assignee hereby accepts such assignment, transfer, conveyance and delivery.

3. Recordation. Assignor authorizes Assignee to take such actions as may be required to cause the recordation of this Assignment with the Commissioner of Patents and Trademarks and any other applicable government officer in the United States or any other jurisdiction.

4. Incorporation of Asset Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed

as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

5. Miscellaneous. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the provisions of this Assignment shall be varied or terminated except by written agreement of the parties hereto. If any provisions of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

7. Governing Law. This Assignment shall be governed by, construed under and enforced in accordance with the laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

APPLIED DISCOVERY, INC.

By: 

Name: Bill Seaman

Title: CEO

ASSIGNEE:

DTI OF WASHINGTON, LLC

By: _____

John W. Davenport, Jr.
President and Chief Executive
Officer

Signature Page to Assignment of Trademarks

TRADEMARK

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IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

APPLIED DISCOVERY, INC.

By: _____
Name:
Title:

ASSIGNEE:

DTI OF WASHINGTON, LLC

By: _____
John W. Davenport, Jr.
President and Chief Executive
Officer

SCHEDULE A
Transferred Marks

Mark (Profile Name)	Reg. Owner	Country	Serial #	App. Date	Reg. #	Reg. Date
APPLIED DISCOVERY	Applied Discovery, Inc.	USA	75654863	3/14/99	2466300	7/3/01
APPLIED DISCOVERY	Applied Discovery, Inc.	Canada	CA149526700	9/9/10		
DISCOVER A BETTER WAY	Applied Discovery, Inc.	USA	76465325	11/7/02	2794155	12/16/03