

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ipro Holdings, Inc.	FORMERLY Ipro Tech, Inc.	12/31/2013	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Ipro Tech, LLC
<b>Street Address:</b>	6811 East Mayo Boulevard
<b>Internal Address:</b>	Suite 350
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85054
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85909354	ADD AUTOMATED DIGITAL DISCOVERY
Serial Number:	85897651	ADD AUTOMATED DIGITAL DISCOVERY
Serial Number:	77251634	EREVIEW
Serial Number:	85029732	IPRO
Serial Number:	85029730	IPRO ECLIPSE
Serial Number:	85430369	LKM

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (602) 640-9248

Email: trademarks@omlaw.com

Correspondent Name: John D. Forster

Address Line 1: c/o Osborn Maledon, P.A.

Address Line 2: 2929 N. Central Avenue, Suite 2100

CH \$165.00 85909354

Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:

7028.1

NAME OF SUBMITTER:

Jonathan F. Ariano

Signature:

/jonathan.f.ariano/

Date:

01/24/2014

**Total Attachments: 4**

source=ipro Trademark Assignment#page1.tif

source=ipro Trademark Assignment#page2.tif

source=ipro Trademark Assignment#page3.tif

source=ipro Trademark Assignment#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 31, 2013, is made by Ipro Holdings, Inc., an Arizona corporation, *aka* Ipro Tech, Inc. ("**Assignor**"), in favor of Ipro Tech, LLC, an Arizona limited liability company ("**Assignee**").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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 and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

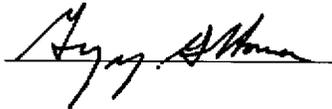
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Ipro Holdings, Inc.,  
*aka* Ipro Tech, Inc.

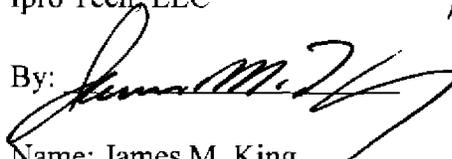
By: 

Name: Gregory G. Horne  
Title: Director

Address for Notices:  
6811 East Mayo Boulevard, Suite  
350  
Phoenix, Arizona 85054

AGREED TO AND ACCEPTED:

Ipro Tech, LLC

By: 

Name: James M. King  
Title: Manager

Address for Notices:  
6811 East Mayo Boulevard, Suite  
350  
Phoenix, Arizona 85054

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Reg. Number</b>
<b>United States</b>		
 <p>automated digital discovery</p>	Ipro Tech, Inc. 6811 E. Mayo Blvd. Suite 350 Phoenix, Arizona 85054	85909354
ADD AUTOMATED DIGITAL DISCOVERY	Ipro Tech, Inc. 6811 E. Mayo Blvd. Suite 350 Phoenix, Arizona 85054	85897651
EREVIEW	Ipro Tech, Inc. 6811 E. Mayo Blvd. Suite 350 Phoenix, Arizona 85054	77251634
IPRO	Ipro Tech, Inc. 6811 E. Mayo Blvd., Ste. 350 Phoenix, Arizona 85054	85029732
IPRO ECLIPSE	Ipro Tech, Inc. 6811 E. Mayo Blvd., Ste. 350 Phoenix, Arizona 85054	85029730
LKM	Ipro Tech, Inc. 6811 E. Mayo Blvd., Ste. 350 Phoenix, Arizona 85054	85430369
<b>Canada</b>		
IPRO	Ipro Tech, Inc. 9650 North 25th Avenue Suite 450 Phoenix, Arizona 85021	TMA781978