

## 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
Dawning Technologies, Inc.		11/19/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Dawning Technologies, LLC		
Street Address:	120 Kimball Avenue, Suite 100		
City:	South Burlington		
State/Country:	VERMONT		
Postal Code:	05403		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1328308	DAWNING	
Registration Number:	1328309	DAWNING	
Registration Number:	4108238	JRESULTNET	
Registration Number:	4196184	RULES DEVELOPMENT KIT	
Registration Number:	4217455	RDK	
Registration Number:	3712723	DAWNING DATAMINER	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

CH \$165.00 1328308

ATTORNEY DOCKET NUMBER:	314192-20000
NAME OF SUBMITTER:	Anna Anderson
Signature:	/Anna Anderson/
Date:	01/29/2014
<b>Total Attachments: 5</b> source=08. IP Assignment Agreement - 11-19-2013#page1.tif source=08. IP Assignment Agreement - 11-19-2013#page2.tif source=08. IP Assignment Agreement - 11-19-2013#page3.tif source=08. IP Assignment Agreement - 11-19-2013#page4.tif source=08. IP Assignment Agreement - 11-19-2013#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “**IP Assignment Agreement**”), dated as of November 19, 2013, is entered into by and among **DAWNING TECHNOLOGIES, INC.**, a New York corporation (the “**Assignor**”) and **DAWNING TECHNOLOGIES, LLC**, a Delaware limited liability company (“**Assignee**”).

### RECITALS:

**WHEREAS**, pursuant to the terms and conditions of an Asset Purchase Agreement, of even date herewith (the “**Asset Purchase Agreement**”), by and between the Assignor and the Assignee, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in and to the Business Intellectual Property (as defined in the Asset Purchase Agreement); and

**WHEREAS**, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the Business Intellectual Property, including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

**NOW, THEREFORE**, in consideration of the premises, and in connection with the Assignor’s transfer of its assets to the Assignee by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Business Intellectual Property (including, without limitation, the Trademarks listed on **Exhibit A** hereto), all together with the goodwill of the Business (as defined in the Asset Purchase Agreement) in connection with which the Business Intellectual Property is used, and with any and all renewals and extensions of the registrations for the Business Intellectual Property that may be secured under any applicable law now or hereafter in effect.

Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Business Intellectual Property and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Business Intellectual Property, including testifying as to any facts relating to the Business Intellectual Property or this IP Assignment Agreement; provided, however, that Assignee shall (A) pay Assignor a consulting fee on an hourly basis reasonably satisfactory to Assignor in connection with any form of cooperation and assistance (including, without limitation, all voluntary testimony, whether oral or written) that Assignor may provide to Assignee relating to any of the foregoing; (B) reimburse Assignor for any and all documented expenses or

disbursements associated with such matters (including, without limitation, reasonable attorney fees); and (C) be entitled to retain the entire amount of any recovery or settlement; and

(ii) in the implementation or perfection of this IP Assignment Agreement.

Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida without regard to its rules regarding conflicts of law.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first above written.

DAWNING TECHNOLOGIES, INC.

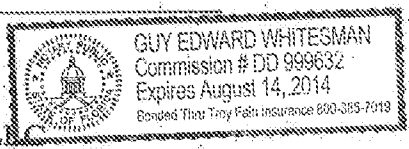
By: [Signature]  
Name: John Selmyer  
Title: President

STATE OF Florida  
COUNTY OF LEE

FL DL S456-475-47-345-0

On this 11 day of November 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared John Selmyer, known by me to be the person above named and an officer of Dawning Technologies, Inc., who is duly authorized to execute this Assignment on behalf of Dawning Technologies, Inc. and who signed and executed the foregoing instrument on behalf of Dawning Technologies, Inc.

Notary Public: [Signature]  
My Commission Expires: \_\_\_\_\_



DAWNING TECHNOLOGIES LLC

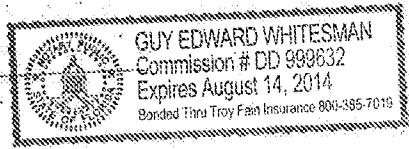
By: [Signature]  
Name: Mike Epplen  
Title: President

STATE OF Florida  
COUNTY OF LEE

KY DL E95-631-903

On this 11 day of November, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared Mike Epplen, known by me to be the person above named and an officer of Dawning Technologies LLC, who is duly authorized to execute this Assignment on behalf of Dawning Technologies LLC and who signed and executed the foregoing instrument on behalf of Dawning Technologies LLC.

Notary Public: [Signature]  
My Commission Expires: \_\_\_\_\_



**Exhibit A**

Registered Trademarks included in Business Intellectual Property

**Dawning Trademark History**

Date	Mark	Action	Registration #	Expiration	Status	Required action	Action date
4/2/1985	DAWNING (word mark)	Registration	1,328,308	4/2/2005	renewed		
3/15/2005	DAWNING (word mark)	Renewal		3/15/2015	active		
4/2/1985	Dawning Logo	Registration	1,328,309	4/2/2005	renewed		
3/15/2005	Dawning Logo	Renewal		3/15/2015	active		
6/18/1985	dti	Registration	1,342,254	6/18/2005	abandoned		
11/21/1989	ResultNet	Registration	1,566,910	11/21/1999	renewed		
11/21/1999	ResultNet	Renewal		11/21/2009	expired		
1/28/1992	StatCount	Registration	1,673,832	1/29/2002	abandoned		
3/6/2012	JResultNet	Registration	4,108,238	3/6/2022	active	Declaration of Use	3/6/2017 - 3/6/2018
8/21/2012	Rules Development Kit	Registration	4,196,184	8/21/2022	active	Declaration of Use	8/21/2017 - 8/21/2018
10/2/2012	RDK	Registration	4,217,455	10/2/2022	active	Declaration of Use	10/2/2017 - 10/2/2018
	DAWNING DATAMINER	Registered	3,712,723		active	Declaration of use Due	11/16/2015
	CTM - DAWNING DATAMINER	Registered	7,146,848	8/8/2018	active		
6/29/1994	Dawning.com	Registered		6/28/2014	active	with Go Daddy	