

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
Innovata, LLC		01/01/2014	LTD LIAB JT ST CO: GEORGIA
RECEIVING PARTY DATA			
Name:	Innovata IP Holdings, LLC		
Street Address:	148 Edgemere Way South		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34105		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3420309	INNOVATA	
Registration Number:	3306371	INNOVATA	
Registration Number:	3445248	SRS SCHEDULE REFERENCE SERVICE	
Registration Number:	4081717	INNOVATA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	770-822-0900 ext 161		
Email:	kheart@atclawfirm.com		
Correspondent Name:	M. Kathleen Hart, Esq.		
Address Line 1:	One Sugarloaf Centre, Suite 4000		
Address Line 2:	1960 Satellite Blvd.		
Address Line 4:	Duluth, GEORGIA 30097		
ATTORNEY DOCKET NUMBER:	019267.046004		

NAME OF SUBMITTER:	M. Kathleen Hart, Esq.
Signature:	/mkh/
Date:	03/01/2014
Total Attachments: 4 source=Innovata Assignment#page1.tif source=Innovata Assignment#page2.tif source=Innovata Assignment#page3.tif source=Innovata Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment (this "Assignment") is made effective as of January 1, 2014 (the "Effective Date"), by and among INNOVATA, LLC, a Georgia limited liability company ("Assignor"), INNOVATA HOLDINGS, LLC, a Florida limited liability company ("Holdings"), and INNOVATA IP HOLDINGS, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the record owner of the trademarks and service marks set forth in Exhibit A attached hereto (the "Marks");

WHEREAS, Assignor has undertaken a recapitalization pursuant to that certain Recapitalization Agreement dated as of the Effective Date (the "Recapitalization Agreement"), by and among Assignor, Holdings and certain members of Assignor, pursuant to which Assignor agreed to distribute, sell, convey, assign, transfer and deliver to Holdings, certain Intangible Assets (as defined in the Recapitalization Agreement), including, without limitation the Marks;

WHEREAS, immediately following the consummation of the transactions described in the Recapitalization Agreement, Holdings agreed to contribute, sell, convey, assign, transfer and deliver to Assignee all Intangible Assets received by Holdings from Assignor, including, without limitation the Marks, as described in that certain Operating Agreement of Innovata Holdings, LLC dated as of the Effective Date (the "Operating Agreement"); and

WHEREAS, Assignor desires that Holdings shall acquire all of the right, title and interest in and to the Marks as provided in the Recapitalization Agreement, and Holdings, likewise, desires that Assignee shall acquire all of the right, title and interest in and to the Marks as provided in the Operating Agreement, and by this Assignment, each of Assignor (on its own behalf and on behalf of Holdings) and Holdings desires to sell, convey, assign and transfer to Assignee, its successors and assigns, the Marks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party hereby agrees as follows:

1. Assignment. Each of Assignor (on its own behalf and on behalf of Holdings) and Holdings hereby conveys, transfers and assigns to Assignee any and all legal and beneficial right, title and interest of Assignor and Holdings in and to the Marks to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law), together with all related common-law rights and all goodwill associated therewith and all causes of action and rights to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives), damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, in each case free and clear of all mortgages, pledges, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor and Holdings had the assignment in Section 1 not been made.

2. Authorization. Assignor (on behalf of itself and Holdings) hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and

owner of the Marks. Each of Assignor and Holdings further agrees that it will, without demanding any further consideration therefore, at the request but at expense of Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments that may be or become necessary for obtaining, sustaining, or renewing the Marks, and for maintaining and perfecting Assignee's right to the Marks.

3. Successors and Assigns. This Assignment shall be binding upon each party and its respective successors and assigns.

4. Governing Law. Because Assignor is a Georgia limited liability company, this Assignment will be governed by and construed in accordance with the laws of the State of Georgia without regard to any conflicts of law principles.

5. Counterparts and Facsimile. This Assignment may be executed in multiple counterparts (including by facsimile or other electronic transmission), each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

INNOVATA, LLC, a Georgia
limited liability company

By 
Paul C. Chrestensen, President

HOLDINGS:

INNOVATA HOLDINGS, LLC, a
Florida limited liability company

By 
Paul C. Chrestensen, President

ASSIGNEE:

INNOVATA IP HOLDINGS,
LLC, a Florida limited liability
company

By 
Paul C. Chrestensen, President

Schedule A

Trademark and Service Mark Assignment

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INNOVATA	3420309	April 29, 2008
INNOVATA (Design)	3306371	October 9, 2007
SRS Schedule Reference Service (Design)	3445248	June 10, 2008
INNOVATA	4081717	January 10, 2012