

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axispoint, Inc.		01/31/1973	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Axispoint Technology Solutions Group, Inc.		
Also Known As:	ATSG		
Street Address:	507 North State Road		
City:	Briarcliff		
State/Country:	NEW YORK		
Postal Code:	10510		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4075667	AXISCARE	
CORRESPONDENCE DATA			
Fax Number:	2125061800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-506-1700		
Email:	jpiesco@kasowitz.com		
Correspondent Name:	Joseph A. Piesco, Jr.		
Address Line 1:	1633 Broadway		
Address Line 2:	Kasowitz, Benson, Torres & Friedman		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	12035601		
NAME OF SUBMITTER:	Joseph A. Piesco Jr.		
Signature:	J Piesco /cp/		

OP \$40.00 4075667

Date:

03/04/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of January 31, 2014, is made by AXISPOINT, INC., a New York corporation ("AI") in favor of AXISPOINT TECHNOLOGY SOLUTIONS GROUP, INC., a New York corporation ("ATSG"). Each of AI and ATSG are sometimes referred to herein as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS this agreement is being entered into in connection with an amicable restructuring of the business of AI under and pursuant to that certain Contribution and Exchange Agreement of even date herewith, and all documents executed and delivered therewith (collectively, the "Contribution and Exchange Agreement");

WHEREAS AI owns the service mark "Axiscare," which mark is registered with the United States Patent and Trademark Office with Registration Number 4,075,667 (the "Mark");

WHEREAS, in connection with the Contribution and Exchange Agreement, AI now wishes to convey, transfer, and assign to ATSG the Mark, and ATSG desires to purchase, and accept the assignment and transfer of, all of AI's right, title and interest in and to the Mark and all goodwill symbolized by and associated with the business conducted under the Mark;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Assignment. AI hereby conveys, transfers, and assigns to ATSG, and its successors and assigns:

(a) all of AI's right, title, and interest in and to the Mark, together with the goodwill symbolized thereby, and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of AI accruing under any of the Mark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all claims with respect to the Mark, for damages and injunctive relief for past, present and future infringement, dilution, or other misuse, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. AI authorizes the Commissioner for Trademarks and any other federal or state government officials to record and register this Assignment upon request by ATSG.

3. Governing Law. This Assignment will be governed by and interpreted in accordance with the federal laws of the United States and the laws of the State of New York,

without regard to its conflict of laws principles, and will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Counterparts. This Agreement may be signed in two (2) or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Signatures to this Agreement delivered via facsimile, email, or other electronic means shall have the same validity and effect, and be treated, as original signatures for all purposes hereunder.

[Remainder of this page intentionally left blank. Signatures are set out on the following pages.]

IN WITNESS WHEREOF, the undersigned have duly caused this Agreement to be executed as of the date set forth above.

Axispoint, Inc.



Name: Daniel DiJeno
Title: President

Axispoint Technology Solutions Group, Inc.



Name: FRANCESCO SCANGA
Title: PRESIDENT