

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knotice, Ltd.		03/19/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	K-OH Acquisition, LLC		
Street Address:	32 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3678346	CONCENTRI	
Registration Number:	3345949	WHERE IT ALL CLICKS	
Registration Number:	3345868	KNOTICE	
Registration Number:	3413235	KNOTICE	
CORRESPONDENCE DATA			
Fax Number:	2126843999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-684-3900		
Email:	efiling@grr.com		
Correspondent Name:	Maria A. Savio		
Address Line 1:	270 Madison Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	5347/147		
NAME OF SUBMITTER:	Maria A. Savio		
SIGNATURE:	/mas/		
DATE SIGNED:	04/01/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** (this "IP Assignment"), dated March 19, 2014, is between K-OH Acquisition, LLC, a Delaware limited liability company ("Assignee"), and Knotice, Ltd., an Ohio limited liability company ("Assignor").

Assignee and Assignor are parties to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the date of this IP Assignment. The Asset Purchase Agreement provides for the Assignor to sell substantially all assets of Assignor to Assignee, including, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office, the US Copyright Office and any governing body of the Domain Names (as defined below), and their foreign counterpart offices and governing bodies. Capitalized terms used, but not defined in this IP Assignment, have the meaning set forth in the Asset Purchase Agreement.

Accordingly, in consideration of the mutual covenants, terms and conditions set forth herein, the execution of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) **IP Assignment.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Intellectual Property, including, without limitation, the following:

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, and their foreign counterparts (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, and their foreign counterparts (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto, and their foreign counterparts, and all issuances, extensions and renewals thereof (the "Copyrights");

(d) the domain names and the registrations thereof set forth in Schedule 4 hereto, together with the goodwill connected with the use of and symbolized thereby (the "Domain Names")

(e) 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;

(f) 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

(g) 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 Patents, the Commissioner for Trademarks, the Register of Copyrights, the governing official of the Domain Names and any other governmental officials to record and register this IP Assignment upon request by Assignee. Without limiting the generality of the foregoing, Assignor shall, upon the request of Assignee and without further consideration, in a timely manner on and after the date hereof execute and deliver to Assignee such other documents, files, registrations, releases, assignments and other instruments as may be reasonably required to effectuate completely the transfer and assignment to Assignee of, and to vest fully in Assignee all of Assignor's rights to, the Intellectual Property.

(3) **Governing Law.** This IP Assignment is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

(4) **Terms of the Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by reference. This IP Assignment does not enhance, diminish or modify the rights and obligations of Assignee and Assignor under the Asset Purchase Agreement. To the extent any conflict or inconsistency exists between this IP Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

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

(6) **Execution.** This IP Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

[Signatures on the following page.]

To evidence the parties' agreement to this IP Assignment, they have executed and delivered it as of the date set forth in the preamble.

PURCHASER:

K-OH ACQUISITION, LLC

**By: IGNITIONONE, INC.
Its Sole Manager**

By: 
Name: Scott Levine
Title: Chief Financial Officer

SELLER:

KNOTICE, LTD.

By: _____
Name:
Title:

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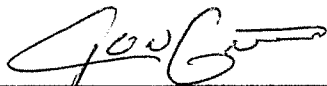
ASSIGNEE:

K-OH ACQUISITION, LLC
By: IGNITIONONE, INC.
Its Sole Manager

By: _____
Name: Scott Levine
Title: Chief Financial Officer

ASSIGNOR:

KNOTICE, LTD.

By: 
Name: Ivo GRIMAN
Title: COO & CFO

To evidence the parties' agreement to this IP Assignment, they have executed and delivered it as of the date set forth in the preamble.


ASSIGNEE:

K-OH ACQUISITION, LLC
By: IGNITIONONE, INC.
Its Sole Manager

By: _____
Name: Scott Levine
Title: Chief Financial Officer

ASSIGNOR:

KNOTICE, LTD.

By: 
Name: Brian P. Deagan
Title: CEO & President

SCHEDULE 2

Registered Trademarks With The United States Patent And Trademark Office:

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Status</u>
CONCENTRI	January 23, 2008	September 8, 2009	3,678,346	Live
WHERE IT ALL CLICKS	April 7, 2006	November 27, 2007	3,345,949	Live
Knotice	March 20, 2006	November 27, 2007	3,345,868	Live
Knotice (Logo)	April 7, 2006	April 15, 2008	3,413,235	Live