

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tectura Corporation		12/17/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Contribution Sub 1, LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2790372	REQLOGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	609-896-3600		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	FOX ROTHSCHILD LLP		
<b>Address Line 1:</b>	Princeton Pike Corporate Center		
<b>Address Line 2:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	110773.4		
<b>NAME OF SUBMITTER:</b>	Brienne S. Terril		
<b>SIGNATURE:</b>	/Brienne S. Terril, Reg. No. 60941/		
<b>DATE SIGNED:</b>	04/08/2014		
<b>Total Attachments: 5</b>			
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OP \$40.00 2790372

TRADEMARK

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 17<sup>th</sup> day of December, 2013 by and between Tectura Corporation, a Delaware corporation ("Assignor"), and Contribution Sub 1, LLC, a Delaware limited liability company ("Assignee")

WHEREAS, pursuant to that certain Contribution Agreement of even date herewith by and between Assignor and Assignee ("Contribution Agreement"), Assignee has agreed to purchase certain intellectual property of Assignor;

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Tectura-Owned IP (as defined in the Contribution Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contribution Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

All undefined, capitalized terms used herein shall have the meaning given to them in the Contribution Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works, Software (as defined in the Contribution Agreement) and mask works that are Tectura-Owned IP, including, without limitation, the registrations, applications and Software set forth on Exhibit A (except, in each case, to the extent that such item is an Excluded Asset).

"Patents" means all inventions, discoveries and ideas, whether patentable or not in any jurisdiction, patents and applications for patents (including, without limitation, provisional applications, utility applications, design applications, divisionals, continuations, continuations-in-part, and re-examinations), and any renewals, extensions or reissues thereof, in any jurisdiction, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the above that are Tectura-Owned IP, including, without limitation, the patents and patent applications set forth on Exhibit B (except, in each case, to the extent that such item is an Excluded Asset).

"Trademarks" means all United States and foreign registered trademarks and service marks and all trademark and service mark applications, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, and corporate names that are Tectura-Owned IP, together with all translations, adaptations, derivations and combinations thereof, including, without limitation, the trademarks and service marks and registrations therefor set forth on Exhibit C (except, in each case, to the extent that such item is an Excluded Asset).

### COPYRIGHTS

I. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the

world, moral rights therein, and the right to sue and recover any and all damages and profits which Assignor now has or hereafter may have for infringement or interference with any of the rights granted to Assignee in and to the Copyrights, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

### TRADEMARKS

3. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to all common law rights related thereto, and all other rights pertaining to ownership of the Trademarks, including the renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

### PATENTS

5. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

### JOINT INTELLECTUAL PROPERTY

7. Assignment. Assignor hereby expressly sells, assigns and transfers to Assignee an undivided joint ownership interest (which includes, without limitation, the right to use, reproduce, modify, improve, create derivative works, enhance, transfer, assign and exercise any and all rights relating to the Joint Intellectual Property without the obligation to account to the others therefor) in and to all Joint Intellectual Property, including, without limitation, the Joint Intellectual Property identified on Exhibit D.

8. Cooperation. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's undivided joint ownership interest of the Joint Intellectual Property with, for example, the U.S. Patent and Trademark Office, the U.S. Copyright Office, or equivalent foreign offices.

#### **SPECIAL PROVISIONS REGARDING SHARED PROPERTY**

9. Sharing Agreement. Assignor agrees to arrange for the sharing of all copyrights and other intellectual property rights in certain property with Assignee (the "Shared Property") through the execution of that certain agreement identified on Exhibit E.

10. No Further Assignment in North America. Assignor shall not assign any additional joint right or interest in the Shared Property to any entity in a manner that permits the entity to use the Shared Property in North America.

#### **GENERAL**

11. Entire Agreement. This Assignment and the Contribution Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

12. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

13. Governing Law. This Assignment shall be governed by and construed under the laws of the state of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

14. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

15. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

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

**ASSIGNOR:**

**TECTURA CORPORATION,**  
a Delaware corporation

By:     *Duane W. Bell*      
Duane W. Bell, President and Chief  
Executive Officer

**ASSIGNEE:**

**CONTRIBUTION SUB 1, LLC**  
a Delaware limited liability company

By:     *Duane W. Bell*      
Duane W. Bell, President and Chief  
Executive Officer

**EXHIBIT C**  
**TRADEMARKS**

The name ReQlogic in any form or style, including but not limited to the following:

<u>Mark</u>	<u>Information</u>
<b>ReQlogic</b>	<u>Registration Date:</u> December 9, 2003 <u>Registration No.:</u> 2790372 <u>Serial No.:</u> 76398055

The following domain names:

reqlogic.com

reqlogic.net

reqlogic.info