

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edgenet Holding Corporation		06/16/2014	CORPORATION: DELAWARE
Edgenet, Inc.		06/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EdgeAQ, LLC		
Street Address:	6 Cadillac Drive Suite 405		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3019794	CAD QUEST	
Registration Number:	2997286	BIG HAMMER	
Registration Number:	2903153	BIG HAMMER	
Registration Number:	2794931	PROJECT PLANBOT	
Registration Number:	2794924	DECKBOT	
Registration Number:	2794930	PATIOBOT	
Registration Number:	2794927	FENCEBOT	
Registration Number:	2794928	GARAGEBOT	
Registration Number:	2847069	DO-IT-YOURSELF GARAGE DESIGNER	
Registration Number:	2842024	DO-IT-YOURSELF PATIO DESIGNER	
Registration Number:	2842025	DO-IT-YOURSELF FENCE DESIGNER	
Registration Number:	2842026	DO-IT-YOURSELF DECK DESIGNER	
Registration Number:	2842027	DO-IT-YOURSELF PLAYSET PLANNER	
Registration Number:	2958772	DO-IT-YOURSELF PROJECT PLANNER	
Registration Number:	4165328	EZEEDATA	
Registration Number:	4165329	E	
Registration Number:	3814090	ICAT	
Registration Number:	2532023	POWERED BY M20	
Registration Number:	2532670	M20	
TRADEMARK			

OP \$565.00 3019794

Property Type	Number	Word Mark
Registration Number:	2488788	M2O
Registration Number:	3078096	EDGENET
Registration Number:	2521446	EDGENET MEDIA

CORRESPONDENCE DATA

Fax Number: 6152483040
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 615-252-3552
Email: mward@babco.com
Correspondent Name: Mary C Ward
Address Line 1: 1600 Division Street, Suite 700
Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	202600-301008
NAME OF SUBMITTER:	Mary Ward
SIGNATURE:	/Mary Ward/
DATE SIGNED:	07/10/2014

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of June 16, 2014, is made and entered into by and among EDGENET, INC., a Delaware corporation ("Edgenet"), EDGENET HOLDING CORPORATION, a Delaware corporation (together with Edgenet, "Assignor"), and EDGEAQ, LLC, a Delaware limited liability company (the "Assignee") (each a "Party", and collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

Background:

WHEREAS, the Assignor and EDGEAQ, LLC, a Tennessee limited liability company ("Buyer"), are parties to that certain Asset Purchase Agreement, dated as of June 6, 2014 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell the Acquired Assets to the Assignee;

WHEREAS, Buyer and the Assignee are Affiliates;

WHEREAS, in accordance with Section 11.04 of the Asset Purchase Agreement, Buyer assigned all of its rights under the Asset Purchase Agreement to the Assignee pursuant to the terms of that certain Assignment and Assumption Agreement, dated as of even date hereof, by and between Buyer and the Assignee;

WHEREAS, as a condition to the Closing, the Assignor and Assignee agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered trademarks, including but not limited to the registered trademarks and trademark applications listed on Schedule A attached hereto, and all issuances, extensions and renewals thereof (collectively, the "Trademarks").

Agreement:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of the Closing, assigns, sells, conveys and transfers to the Assignee (a) all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, including all common law rights and trademark registration for the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as if this Assignment had not been made, and together with (b) all income, royalties, and license fees deriving from the Trademarks, all causes of actions, claims, and rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation of

the Trademarks or injury to the goodwill associated with the Trademarks, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment, and that the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in their behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Other Agreements. Effective as of the Closing, the Assignor shall: (i) not register, acquire or use any Trademarks or any trademarks confusingly similar thereto; and (ii) cease and forever desist from using the Trademarks.

5. Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

6. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws of such State.

7. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

8. Conflict with Asset Purchase Agreement or Approval Order. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement or the Approval Order (as defined in the Asset Purchase Agreement),

the terms and conditions of the Asset Purchase Agreement or the Approval Order, as the case may be, shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement and the Approval Order or the survival thereof.

9. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.


10. Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

[SIGNATURE PAGE FOLLOWS]

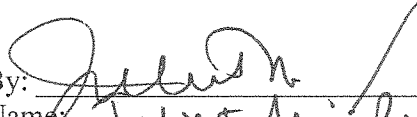
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNOR:

EDGENET, INC.,
a Delaware corporation

By: 
Name: Juliet M. Proctor
Title: CEO

EDGENET HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Juliet M. Proctor
Title: CEO

ASSIGNEE:

EDGEAQ, LLC,
a Delaware limited liability company

By: _____
Name: Stephen Thomas Proctor
Title: President/CEO

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

ASSIGNOR:

EDGENET, INC.,
a Delaware corporation

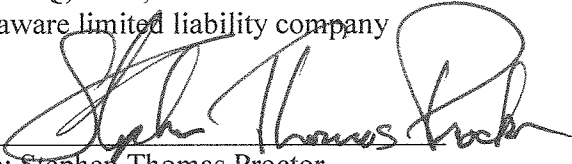
By: _____
Name: _____
Title: _____

EDGENET HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

EDGEAQ, LLC,
a Delaware limited liability company

By: 
Name: Stephen Thomas Proctor
Title: President/CEO

Schedule A
Trademarks

Registered Trademarks:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
Cad Quest	3019794
Big Hammer (Word Mark)	2997286
Big Hammer (Logo)	2903153
Project Planbot	2794931
Deckbot	2794924
Patiobot	2794930
Fencebot	2794927
Garagebot	2794928
Do-it-Yourself Garage Designer	2847069
Do-it-Yourself Patio Designer	2842024
Do-it-Yourself Fence Designer	2842025
Do-it-Yourself Deck Designer	2842026
Do-it-Yourself Playset Planner	2842027
Do-it-Yourself Project Planner	2958772
Ezeedata	4165328
E (Stylized)	4165329
Icat	3814090
Powered by m20	2532023
m2o	2532670
m20 (Stylized)	2488788
Edgenet	3078096
Edgenet Media	2521446

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