

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
vMonitor LLC		11/21/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Rockwell Automation, Inc.		
Street Address:	1201 South Second Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53204		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76016913	TOTALACCESS	
Serial Number:	77665408	VMONITOR	
Serial Number:	77665764	VFIELD CONSULTING	
Serial Number:	77665759	VFIELD	
Serial Number:	77665775	V3 PROCESS	
Serial Number:	85153513	OPTILIFT	
Serial Number:	85153521	OPTILIFT	
CORRESPONDENCE DATA			
Fax Number:	4142235000		
<i>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.</i>			
Phone:	414-273-2100		
Email:	ptomailbox@whdlaw.com		
Correspondent Name:	Whyte Hirschboeck Dudek SC		
Address Line 1:	555 East Wells Street Suite 1900		
Address Line 2:	Attn: Rachel Jozefacki		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	ROC-15171		
NAME OF SUBMITTER:	Rachel S Jozefacki		

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SIGNATURE:	/Rachel S Jozefacki/
DATE SIGNED:	07/16/2014
Total Attachments: 2 source=Assignment VMonitor Registered Mark#page1.tif source=Assignment VMonitor Registered Mark#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of 21 November 2013, is entered into by and between Rockwell Automation Inc., a company incorporated under the laws of Delaware, USA whose registered address is at 1201 South Second Street, Milwaukee, WI 53204-2496 (the "Company") and vMonitor LLC, a limited liability company incorporated in Texas, USA whose registered office is at 4321 West Sam Houston Pathway North Suite 110, Houston, Texas 77043 (the "Assignor"), (each referred to individually as a "Party" and collectively, as the "Parties").

RECITALS

WHEREAS, the Company has an intent to use the trademark and/or services marks "OPTILIFT, TOTALACCESS, V3 PROCESS, VFIELD, VFIELD CONSULTING, and VMONITOR" (the "Trademarks");

WHEREAS, the Assignor is the record owner of the U.S. Trademark Applications listed below, for and on behalf of the Company (the "Trademark Applications");

<u>US Application Number</u>	<u>Word Mark</u>	<u>Filing Date</u>	<u>International Class</u>	<u>Registration Date</u>
76016913	TOTALACCESS	Apr. 03, 2000	9	Apr. 13, 2004
77665408	VMONITOR	Feb. 06, 2009	42	Mar. 23, 2010
77665764	VFIELD CONSULTING	Feb. 07, 2009	42	Mar. 16, 2010
77665759	VFIELD	Feb. 07, 2009	42	Mar. 16, 2010
77665775	V3 PROCESS	Feb. 07, 2009	42	Mar. 23, 2010
85153513	OPTILIFT	Oct. 15, 2010	42	Aug. 28, 2012
85153521	OPTILIFT	Oct. 15, 2010	9	Oct. 15, 2013

WHEREAS, the Parties are parties to that certain agreement for the acquisition of the Houston assets dated as of 3 October 2013 pursuant to which Company desires to acquire, and the Assignor desires to convey all right, title and interest in, to and under the Trademark, including the Trademark Applications, all common law rights with respect to the Trademark, and all goodwill associated and symbolized by the Trademark, throughout the world (collectively, the "Trademark Rights").

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

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers and conveys to Company all right, title and interest in, to and under: (a) the Trademark Rights in the United States and throughout the world; and (b) any trademark registration or similar legal rights that issues in the United States and its territorial possessions or in any foreign country from or based on the Trademark Applications or any other application for registration which has or shall

be filed in the United States and its territorial possessions or in any foreign country for the Trademark Rights. Such assignment includes all rights and privileges associated with the Trademark Rights including, but not limited to:

- (a) the right to make application for registration for the Trademark Rights anywhere in the world and to prosecute such applications, together with the right to claim and receive the benefit of any right of priority provided under any law or international convention, union, act or treaty without further written or oral authorization;
- (b) the right to hold and maintain all registrations issuing from such applications in its own name, for its own use and benefit, and for the use and benefit of its successors and assigns;
- (c) the right to bring or defend any proceeding in the United States Patent and Trademark Office (or any equivalent agency in any other country or jurisdiction) in connection with the Trademark Rights, including any proceeding for cancellation, opposition or any other proceeding; and
- (c) the right to sue and recover damages for past, present and future infringement of the Trademark Rights anywhere in the world,

in each case, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized representative as of the date above first written.

Rockwell Automation, Inc.
("Company")

vMonitor LLC
("Assignor")

By: Rond. Rohr-Dralle

By: Hassan Schauf

Name: Rondi Rohr-Dralle

Name: Hassan Schauf

Title: Its Authorized Representative

Title: Business Manager