TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM314011

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEOVADA LLC		06/09/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	ONENECK IT SOLUTIONS LLC
Street Address:	5301 N. PIMA ROAD, SUITE 100
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85250
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4455218	RELIABLE CLOUD

CORRESPONDENCE DATA

2149813400 Fax Number:

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: 214 981 3483 dclark@sidley.com Email:

Dusan Clark **Correspondent Name:**

2001 Ross Avenue, Suite 3600 Address Line 1:

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	52845-40020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/14/2014

Total Attachments: 4

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> **TRADEMARK** REEL: 005343 FRAME: 0888

900298337

ACTIVE 200 TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment is made and entered into as of the last signature hereto ("<u>Effective Date</u>"), by and between Geovada LLC, a Nevada limited liability company, whose principal place of business is 310 Foothill Road, Gardnerville, Nevada 89460 ("<u>Assignor</u>"), and OneNeck IT Solutions LLC, a Delaware limited liability company, whose principal place of business is 5301 N. Pima Road, Suite 100, Scottsdale, Arizona 85250 ("<u>Assignee</u>") (collectively referred to as the "<u>Parties</u>").

WHEREAS, as of the date of this Trademark Assignment, Assignor is the owner of all right, title, and interest in and to U.S. Trademark Registration No. 4,455,218 for the mark "RELIABLE CLOUD" ("the <u>Trademark</u>").

MARK C	LASSE!	SERIAL	DATE	RFG NO	DATE
RELIABLE CLOUD	39	77/761,321	6/16/2009	4,455,218	12/24/2013

WHEREAS, Assignor desires to assign and transfer, and Assignee desires to acquire all right, title and interest in and to the Trademark, including any and all goodwill of the business associated with the use of, and symbolized by the Trademark, and the Parties wish to record such assignment in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, including a one-time payment of sixty thousand dollars (\$60,000.00), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, delivers unto, and transfers to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby; all renewals and extensions of any such application, registration and filing; all licenses for the use of the Trademark; all rights to sue for past, present and future infringement of the Trademark, and the right of recovery, including but not limited to damages for past, present and future infringement; and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Assignor warrants, represents and covenants that the foregoing recitals, which are incorporated by reference herein, are true and correct, and that Assignor shall not hereafter use the Trademark, or any other derivative or cognate of the Trademark that is likely to cause consumer confusion unless pursuant to a license agreement granted by the Assignee.

TRADEMARK REEL: 005343 FRAME: 0889 Assignor will at any time, and from time to time after the Effective Date, upon request of the Assignee, execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take out all such further action, as may be required to carry out the intent of this Trademark Assignment, and to transfer and vest title to any Trademark being transferred hereunder, and to protect the right, title and interest in and enjoyment of the Trademark assigned.

This Trademark Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] Assignor

	Geovada LLC
	By: J S S S S S S S S S
	Title:
STATE OF FLORIDA) SS. COUNTY OF PINELLAS)	
Before me, the undersigned authorit	y, on this <u>9</u> day of June, 2014, personally
appeared <u>Janes 16/1162</u>	
subscribed to the foregoing instrument and	acknowledged to me that he/she executed the same
for the purposes and consideration therein e	expressed, in the capacity stated, and with authority to
act in this assignment on behalf of the Assignment	
Notary	Public Pholic
iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	AND ANDRALM ZACHOW
(Signa	ture of Notary) STATE OF FLORIDA Commit FF072144 Expres 11/29/2017

(Legibly Print or Stamp Name of Notary)

	Assignee
	OneNeck JE-Solutions LLC By:
	Name PHILIP J / 4AFORGE
	Title: FRESIGNT & CED
STATE OF <u>WISCONSIN</u>) ss. COUNTY OF <u>NAN &</u>)	
COUNTY OF NAME	
Before me, the undersigned authority	y, on this 17 day of June, 2014, personally
appeared PHILIP 3. LA FORGE	known to me as the person whose name is
subscribed to the foregoing instrument and	acknowledged to me that he/she executed the same
for the purposes and consideration therein e	xpressed, in the capacity stated, and with authority to
act in this assignment on behalf of the Assig	nee.
Notary	Public ngad F. Merz mgad F. My surdef Notary)

(Legibly Print or Stamp Name of Notary)