

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Muroc Systems, Inc.		04/01/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TeamSupport LLC		
<b>Street Address:</b>	5307 E. Mockingbird Lane		
<b>Internal Address:</b>	Suite 802		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86015264	TEAMSUPPORT	
<b>Registration Number:</b>	4608266	TEAM SUPPORT COLLABORATIVE CUSTOMER SUPP	
<b>Serial Number:</b>	86022887	TEAM SUPPORT COLLABORATIVE CUSTOMER SUPP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148212844		
<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>			
<b>Phone:</b>	2148212300		
<b>Email:</b>	dkhirallah@velakeller.com		
<b>Correspondent Name:</b>	David Khirallah		
<b>Address Line 1:</b>	5307 E. Mockingbird Lane		
<b>Address Line 2:</b>	Suite 802		
<b>Address Line 4:</b>	Dallas, TEXAS 75206		
<b>ATTORNEY DOCKET NUMBER:</b>	TEAMSUPPORT		
<b>NAME OF SUBMITTER:</b>	David Khirallah		
<b>SIGNATURE:</b>	/David Khirallah/		
<b>DATE SIGNED:</b>	10/27/2014		
<b>Total Attachments: 3</b>			
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## ASSET SALE AND TRANSFER AGREEMENT

This Asset Sale and Transfer Agreement (the "Agreement") is made and entered into on April 1, 2014 (the "Effective Date") by and between Muroc Systems, Inc., a Texas corporation ("Seller") and TeamSupport LLC, a Texas limited liability company, ("Purchaser"), for the sale and purchase of assets related to help desk software solutions known as TeamSupport (the "Assets").

### BACKGROUND

A. Muroc Systems, Inc. (the "Seller") was duly formed and organized under the laws of the State of Texas upon the filing of a Certificate of Formation with the Secretary of State on April 3, 2008 and offers help desk software solutions to its customers.

B. On or about April 1, 2014, Seller authorized the sale and transfer of all of its Assets, listed on Exhibit A of this Agreement, to Purchaser in exchange for 12,500,000 Class F Units of Purchaser;

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. **Purchase and Sale.** On the terms and subject to the conditions of this Agreement, Seller, agrees to grant, sell, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, encumbrances and interests, and Purchaser agrees to purchase from Seller, the Assets listed on Exhibit A.

2. **Interest Exchange.** In exchange for Seller selling and transferring the Assets to Purchaser, Seller shall be granted 12,500,000 Class F Units (the "Units") of the Purchaser.

3. **Transfer of the Assets.** Purchaser shall take ownership of and title to the Assets upon the date the Units are transferred to Seller. The date of such delivery shall be the "Transfer Date".

4. **Representations and Warranties of Seller.** Seller represents and warrants to and agrees with Purchaser that as of the Effective Date of this Agreement: (1) Seller has full legal right, power, and authority to enter into this Agreement; (2) at the time of Closing, Seller has full legal right, power, and authority to transfer and deliver to the Purchaser the Assets as contemplated under this Agreement; and (3) the delivery to the Purchaser of the Assets owned by Seller pursuant to this Agreement will transfer valid title thereto, free and clear of all liens, encumbrances, preemptive rights and claims of every kind except as expressly set forth herein.

5. **Indemnification.** Seller assumes all risk, liability, obligation and loss in connection with, and shall defend, indemnify, and save and hold harmless Purchaser from and against all claims with regards to the Assets which arise before the Transfer Date. Purchaser assumes all risk, liability, obligation and loss in connection with, and shall defend, indemnify, and save and hold harmless Seller from and against all claims with regards to the Assets which arise on or after the Transfer Date.

6. **Governing Law.** This Agreement shall be governed by the laws of the state of Texas. In the event that a dispute or litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

7. **Entire Agreement and Amendment.** This Agreement supersedes any prior understandings or oral agreements between the parties with respect to the subject matter covered by the Agreement, except to the extent that such prior understandings or agreements are not inconsistent with this Agreement. This Agreement shall not be modified except by written amendment signed by all parties hereto.

8. **Severability.** A determination that any term or provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable, will not affect the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable.

IN WITNESS WHEREOF, this Agreement has been signed as of the Effective Date.

Seller: Muroc Systems, Inc.

Purchaser: TeamSupport LLC

By: Robert C. Johnson, President

By: Robert C. Johnson, President

*[Exhibit A Follows]*

**EXHIBIT A**  
**LIST OF ASSETS**

- Cash on hand in the Muroc Systems, Inc. bank account (Bank of Texas, account #8092132724)
- All accounts receivable
- All accounts payable
- Customer contracts
- TeamSupport.com domain and various other domain properties owned by Muroc
- Intellectual property for source code of TeamSupport.com and ancillary services
- Intellectual property for marketing materials, including brochures, website, white papers and recorded webinars
- Intellectual property for TeamSupport documentation
- Employees agreements
- Various computers and other hardware used to serve the TeamSupport application
- Various computers used by employees
- Various software licenses
- Various agreements with vendors and contractors to provide services
- Pending Trademarks
  - o Trademark application serial number 86015264 and serial number 860222887 have been filed by Muroc Systems, Inc. and will be transferred to TeamSupport LLC once they are received.
- All other assets of the Muroc Systems, Inc., tangible and intangible, not specifically stated herein.