

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covario, Inc.		10/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RioSoft Holdings, Inc.		
Street Address:	9255 Towne Centre Drive, Suite 750		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4476264	RIO SEO	
CORRESPONDENCE DATA			
Fax Number:	3108836500		
<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:	(310) 883 6400		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk / Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	COVARIO/TMKS		
NAME OF SUBMITTER:	John Paul Oleksiuk		
SIGNATURE:	/John Paul Oleksiuk/		
DATE SIGNED:	11/04/2014		
Total Attachments: 3			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Assignment"), dated as of October 30, 2014, by and between, COVARIO, INC., a Delaware corporation having an address of 9255 Towne Centre Drive, Suite 600, San Diego, California 92121 ("Assignor"), and RIOSOFT HOLDINGS, INC., a Delaware corporation with its principal place of business at 9255 Towne Centre Drive, Suite 750, San Diego, California 92121 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 30, 2014 (the "APA");

WHEREAS, prior to the consummation of the sale of assets pursuant to the APA, Assignor owned the trademark referenced in Exhibit A ("the Mark"), and was using such Mark in commerce;

WHEREAS, Assignee has, pursuant to the APA, acquired all of Assignor's right, title and interest in and to the Mark, and Assignor and Assignee wish to enter into this Assignment for the sole purpose of confirming and memorializing the terms of the APA and making said terms of record in the office of any state trademark authority, the United States Patent and Trademark Office (the "PTO") and the office of any applicable foreign trademark authority.

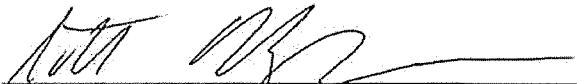
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby confirm that, as of September 30, 2014, it has assigned and transferred to Assignee, its successors and assigns, all its right, title and interest in and to the Mark, including all common law rights in the United States and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Mark.
2. Assignor does hereby confirm that, as of September 30, 2014, it assigned to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Mark, or injury to the goodwill associated with the Mark, as well as the rights to sue for and recover the Mark in Assignee's own name.
3. Assignor represents and warrants that it will reasonably cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Mark and any related trademark applications and registrations, and will reasonably cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties. Assignee may record this Assignment with the PTO or with any other national trademark office in any jurisdiction in which any Mark has been registered or applied for registration. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the APA. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the APA, the terms of the APA shall govern and control.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

COVARIO, INC.

By: 
Scott Hughes
Secretary

ASSIGNEE:

RIOSOFT HOLDINGS, INC.

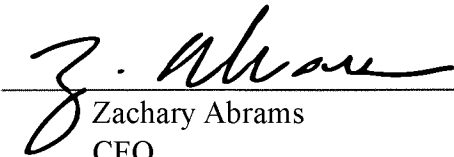
By: 
Zachary Abrams
CFO

EXHIBIT A

Mark

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Application Date
RIO SEO and Design	United States	4476264	January 28, 2014	85979450	April 17, 2012

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