

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325413

<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>
Mike Cook		12/08/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XOR Data Exchange, Inc.		
<b>Street Address:</b>	101 Stone Canyon		
<b>City:</b>	Wimberly		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78676		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86001431	XOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	usptomail@cesari-reed.com		
<b>Correspondent Name:</b>	Cesari & Reed LLP		
<b>Address Line 1:</b>	1114 Lost Creek Blvd, Ste 430		
<b>Address Line 4:</b>	Austin, TEXAS 78746		
<b>ATTORNEY DOCKET NUMBER:</b>	5010-0004		
<b>NAME OF SUBMITTER:</b>	Christian Best		
<b>SIGNATURE:</b>	/Christian Best/		
<b>DATE SIGNED:</b>	12/08/2014		
<b>Total Attachments: 3</b>			
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OP \$40.00 86001431

## TRADEMARK ASSIGNMENT

This Agreement is entered into by and between Mike Cook ("Assignor") and XOR Data Exchange, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "XOR" standard character mark, US Serial Number 86001431, US Registration Number 4629504 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark and its associated goodwill in perpetuity;

The parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all of the goodwill of the business relating to the goods and services in respect of which the Trademark is used and all rights therein at common law, all rights to bring actions related to the Trademark, and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor has provided Assignee the sum of \$100 and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignee.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in

such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the opposing party.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: "None"

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Hays County and the State of Texas.

ASSIGNEE



Mike Cook  
President, XOR Data Exchange, Inc.

ASSIGNOR



Mike Cook

Date: 12-8-14

Date: 12-8-14

NOTARIZATION FORM

State of TEXAS §

§

County of TARRANT §

Before me, the undersigned authority, on this the 8 day of DECEMBER, 2014 personally appeared, Mike Cook, individually, and Mike Cook on behalf of XOR Data Exchange, known to me to be the person(s) whose name(s) is/are ascribed to the foregoing instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity(ies) on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Simpson Tiffany Simpson  
Notary Public, State of TEXAS

[SEAL]