

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327591

<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>
Eversync Solutions, Inc.		06/02/2014	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infrascale, Inc.		
<b>Street Address:</b>	999 N. Sepulveda Blvd., Suite 100		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3555557	D2D2D	
<b>Registration Number:</b>	3555558	DISK2DISK2DISK	
<b>Registration Number:</b>	3590003	REVINETIX	
<b>Registration Number:</b>	3590004	REVOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015660750		
<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>	8015666633		
<b>Email:</b>	rich@tnw.com, cause@tnw.com		
<b>Correspondent Name:</b>	Christopher L. Johnson		
<b>Address Line 1:</b>	8180 South 700 East, Suite 350		
<b>Address Line 4:</b>	Sandy, UTAH 84070		
<b>ATTORNEY DOCKET NUMBER:</b>	2883-004.TM		
<b>NAME OF SUBMITTER:</b>	Christopher I. Johnson		
<b>SIGNATURE:</b>	/Christopher L. Johnson/		
<b>DATE SIGNED:</b>	12/30/2014		
<b>Total Attachments: 3</b>			
source=TM Assignment#page1.tif			
source=TM Assignment#page2.tif			

OP \$115.00 3555557



WHEN RECORDED RETURN TO:  
Christopher L. Johnson  
THORPE NORTH & WESTERN, LLP  
P.O. BOX 1219  
SANDY, UTAH 84091-1219

**ASSIGNMENT**  
**(Nunc Pro Tunc)**

WHEREAS, Eversync Solutions, Inc., (hereinafter referred to as "ASSIGNOR"), a Corporation duly organized and existing under the laws of the State of Utah, having a principal business office at 308 East 4500 South, Suite 100, Salt Lake City, UT 84107-4057, is the owner of all right, title, and interest in and to the trademarks as set forth in the attached Schedule A (hereinafter referred to as the "Marks") which are registered with the U.S. Patent and Trademark Office having registration numbers and registration dates as set forth in the attached Schedule A (hereinafter referred to as the "registrations"); and

WHEREAS, Infrascala, Inc., (hereinafter referred to as "ASSIGNEE"), a Corporation duly organized and existing under the laws of the State of Delaware, having a principal business office at 999 N. Sepulveda Blvd., Suite 100, El Segundo, CA 90245, is desirous of acquiring all right, title and interest in and to the Marks held by ASSIGNOR, and the above-identified registration;

WHEREAS, pursuant to and as set forth in that certain Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated June 2, 2014, ASSIGNOR assigns the Marks in the attached Schedule A, the registration thereof and the goodwill associated therewith to ASSIGNEE;

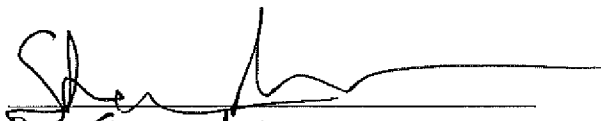
NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE any and all right, title and interest which it may hold in and to the Marks, the above-identified registrations, and

any registrations issuing therefrom, together with the goodwill of the business symbolized by and associated with the Marks. ASSIGNOR further agrees that ASSIGNOR hereby assigns unto ASSIGNEE, nunc pro tunc, effective as of June 2, 2014, all right, title and interest in and to the Marks throughout the world, the Registrations thereof, together with all derivations thereof and including all goodwill associate therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

The ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all certificates of registration of the Marks to the ASSIGNEE as the owner of the entire interest of said Marks, for the sole use and benefit of the said ASSIGNEE, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon any and all successors of the ASSIGNOR.

EFFECTIVE as of this 2 day of June, 2014.

  
By: Steve Adelman  
Title: CEO  
Eversync Solutions Inc

**Schedule A**

<b><u>Description</u></b>	<b><u>Type</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
D2D2D	Trademark	77/388,136	3,555,557	12/30/2008
DISK2DISK2DISK	Trademark	77/388,169	3,555,558	12/30/2008
REVINETIX	Trademark	77/388,239	3,590,003	3/17/2009
REVOS	Trademark	77/388,253	3,590,004	3/17/2009
EVERSYNC	Trademark	85/574,048	4,265,802	12/25/2012
EVERSYNC	Trademark	85/574,046	4,273,439	1/8/2013