

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T Cast Holdings, LLC		01/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tech Cast Holdings LLC		
Street Address:	222 South Ninth Street		
Internal Address:	Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2529333	TCI	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778400		
Email:	ip@briggs.com		
Correspondent Name:	Briggs and Morgan, P.A.		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	42926.1		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	01/15/2015		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

T Cast Holdings, LLC, a Delaware limited liability company ("Assignor"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Tech Cast Holdings LLC, a Minnesota limited liability company ("Assignee"), its successors and assigns, any and all of its right, title and interest in and to any and all of the Acquired Intellectual Property Rights that are part of the Purchased Assets that Assignor acquired pursuant to that certain Asset Purchase Agreement ("Asset Purchase Agreement") entered into on December 12, 2014 by and among Assignor and Assignee, together with the goodwill associated with the use of such Acquired Intellectual Property Rights, including, without limitation, the full right to any and all claims and causes of action with respect to any rights in the Acquired Intellectual Property Rights, whether accruing before, on and/or after the date hereof, wherein Acquired Intellectual Property Rights shall include all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on Schedule 1 attached hereto. The full right to any and all claims and causes of action assigned herein includes but is not limited to all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, including but not limited to the right to collect, or otherwise recover, the proceeds from any litigation which is pending as of the date hereof.

All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement. As used herein, the following capitalized terms shall have the following definitions: "**Know-How**" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "**Documentation**" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Acquired Intellectual Property Rights; "**Code**" shall mean computer programming code, and shall include both Object Code and Source Code; "**Object Code**" shall mean the machine executable form of the Code; "**Source Code**" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "**Software**" shall mean any instructions and associated data capable of being executed,

compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

This Agreement is entered into pursuant to and is subject to all of the terms, conditions, acknowledgments, and disclaimers (including, without limitation, Sections 3.17, 4.4 and 4.5) of the Asset Purchase Agreement. This Assignment is being executed solely to effectuate the transaction contemplated by the Asset Purchase Agreement. As such, notwithstanding anything to the contrary in this Assignment, nothing herein shall in any way be deemed to grant or transfer to Assignee any rights or assets not otherwise included among the Purchased Assets under the Asset Purchase Agreement.

Assignor and Assignee agree to execute, acknowledge and deliver to the other all documents, and take all actions reasonably required by the other from time to time to (i) confirm or effect the matters set forth herein, or (ii) otherwise to carry out the purpose of this Assignment.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

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IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed on January 14, 2015 to be effective as of December 12, 2014.

ASSIGNOR:

T CAST HOLDINGS, LLC, a Delaware limited liability company

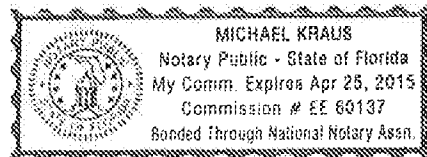
By [Signature]
John C. DiDonato, Solely in his capacity as Chief Restructuring Officer of Spara, LLC, Its Sole Member

STATE OF Florida)
COUNTY OF Collier) SS.

ON THIS, the 14th day of January, 2015, before me, the undersigned officer, personally appeared John DiDonato, the CEO of Spara, LLC, Sole Member of T Cast Holdings, LLC, a Delaware limited liability company, known to me, or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument as such of said company, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public




[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

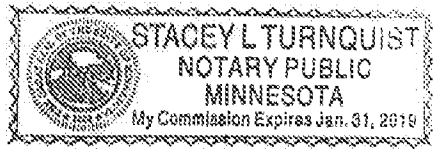
IN WITNESS WHEREOF, Assignee, intending to be legally bound, has caused this Assignment to be executed on January 14, 2015 to be effective as of December 12, 2014.

ASSIGNEE:

TECH CAST HOLDINGS LLC, a Minnesota limited liability company

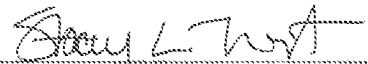
By: 
Name: Paul J. Meyering
Its: Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)



ON THIS, the 14th day of January, 2015, before me, the undersigned officer, personally appeared Paul J. Meyering, the Vice President of Tech Cast Holdings LLC, a Minnesota limited liability company, known to me, or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument as such Vice President of said company, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

TRADEMARKS

Jurisdiction	Status	Registration No.
USA	Registered	2529333
Mexico	Registered	784232

DOMAIN NAME

Techcastllc.com