

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miles Consulting Corp., dba Pay Per Cloud		02/03/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Synoptek, LLC		
Street Address:	19520 Jamboree Rd., Ste 110		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85039754	GOT CLOUD?	
Serial Number:	85037119	PAY PER CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2089545955		
	<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:	208-344-4861		
Email:	mbaldner@hawleytroxell.com, aparker@hawleytroxell.com		
Correspondent Name:	Mike Baldner		
Address Line 1:	877 W Main St, Suite 1000		
Address Line 4:	Boise, IDAHO 83701		
ATTORNEY DOCKET NUMBER:	44339-17		
NAME OF SUBMITTER:	Allison Parker		
SIGNATURE:	/Allison Parker/		
DATE SIGNED:	02/04/2015		
Total Attachments: 4			
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OP \$65.00 85039754

BILL OF SALE

This **BILL OF SALE** (“**Bill of Sale**”) is made as of the 3 day of Feb, 2015, by Miles Consulting Corp., a California corporation (“**Grantor**”) for the benefit of Synoptek, LLC, a California limited liability company (“**Grantee**”).

Grantor, for good and valuable consideration and upon the terms and conditions set forth in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Grantor and Grantee (among other parties) (“**Purchase Agreement**”), does by these presents hereby grant, convey, bargain, contribute, sell, set over, transfer and deliver unto Grantee, all of Grantor’s right, title and interest in and to all of the Acquired Business Assets (as such term is defined in the Purchase Agreement), other than the Assumed Contracts (as such term is defined in the Purchase Agreement), which are being conveyed pursuant to that certain Assignment and Assumption Agreement of even date herewith.

Grantor hereby covenants and agrees on its own behalf and on behalf of, its respective successors and assigns, to execute and deliver to Grantee such other and further reasonable instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and to use Grantor’s best efforts, to secure all such consents and waivers as may be necessary to complete full transfer and conveyance to and vest in Grantee all and singular the Acquired Business Assets intended to be hereby transferred, assigned and conveyed.

This Bill of Sale is executed and delivered pursuant to the Purchase Agreement and is subject to, and made to Grantee with the benefit of, Grantor’s representations, warranties, covenants, terms, conditions and other related provisions of the Purchase Agreement which terms are incorporated herein by reference. The representations, warranties, covenants and agreements of, and indemnities made by, Grantor contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein and shall not be superseded by this Bill of Sale.

The person executing and delivering this Bill of Sale hereby certifies that he or she has the requisite capacity, power and authority to execute and deliver this Bill of Sale and that (i) this Bill of Sale was duly approved by the entity, (ii) he or she was authorized and directed to execute and deliver this Bill of Sale, (iii) the execution and delivery of this Bill of Sale is within his or her authorized course of duties with respect to the entity, and (iv) this Bill of Sale constitutes a valid, binding, enforceable obligation of the entity.

This Bill of Sale shall be binding upon Grantor’s successors and assigns and shall inure to the benefit of the Grantee and its successors and assigns.

Bill of Sale

44339.0017.7244714.1

TRADEMARK
REEL: 005452 FRAME: 0776

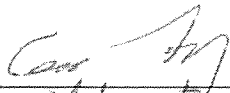
This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflict of law thereof.

This Bill of Sale and the contribution, sale, transfer and conveyance provided for in this Bill of Sale shall be effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale is executed effective as of the date first above written.

GRANTOR:

Miles Consulting Corp., a California corporation

By: 
Name: Miles Feinberg
Title: President

Bill of Sale

44339 0017 7244725.1

TRADEMARK
REEL: 005452 FRAME: 0777

Schedule 5.16

Intellectual Property

All items defined as Intellectual Property in the Asset Purchase Agreement, and the following We have two trademarks:

- 1) Pay Per Cloud
- 2) Got Cloud?

Pay Per Cloud

Word Mark

PAY PER CLOUD

IC 042. US 100 101. G & S: Application service provider (ASP), namely, hosting computer software applications of others; Computer co-location services, namely, providing facilities for the location of computer servers with the equipment of others; Computer services, namely, creating, maintaining, designing and implementing web sites for others and hosting the web site of others on a computer server for a global computer network; Hosting of digital content on the Internet; Software as a service (SAAS) services, namely, hosting software for use by others for use in word processing, e-mail, spreadsheets, databases, and other line of business applications. FIRST USE: 20100501. FIRST USE IN COMMERCE: 20100501

Goods and Services

Standard Characters Claimed

Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85037119
Filing Date	12-May-10
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	12-Oct-10
Registration Number	3897288
Registration Date	28-Dec-10
Owner	(REGISTRANT) Miles Consulting Corp. DBA Pay Per Cloud CORPORATION CALIFORNIA Suite 160 193 Blue Ravine Road Folsom CALIFORNIA 95630
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CLOUD" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK

TRADEMARK

REEL: 005452 FRAME: 0778

Register PRINCIPAL
Live/Dead Indicator LIVE

got cloud?

Word Mark

GOT CLOUD?

IC 042. US 100 101. G & S: Application service provider (ASP), namely, hosting computer software applications of others; Computer co-location services, namely, providing facilities for the location of computer servers with the equipment of others; Computer services, namely, creating, maintaining, designing and implementing web sites for others and hosting the web site of others on a computer server for a global computer network; Hosting of digital content on the Internet; Software as a service (SAAS) services, namely, hosting software for use by others for use in word processing, e-mail, spreadsheets, databases, and other line of business applications. FIRST USE: 20100501. FIRST USE IN COMMERCE: 20100501

Goods and Services

Standard Characters Claimed

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Trademark Search Facility Classific:

NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks

Serial Number

85039754

Filing Date

17-May-10

Current Basis

1A

Original Filing Basis

1A

Published for Opposition

12-Oct-10

Registration Number

3897409

Registration Date

28-Dec-10

Owner

(REGISTRANT) Miles Consulting Corp. DBA Pay Per Cloud CORPORATION
CALIFORNIA Suite 160 193 Blue Ravine Road Folsom CALIFORNIA 95630

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FROM THE MARK AS SHOWN

Type of Mark

SERVICE MARK