

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verdiem Corporation		12/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aptean Systems, LLC		
Street Address:	1155 Perimeter Center West		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3242173	VERDIEM	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<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:	404-815-3759		
Email:	mbedsole@sgrlaw.com		
Correspondent Name:	Gregory J. Kirsch		
Address Line 1:	1230 PEACHTREE STREET, N.E.		
Address Line 2:	SUITE 3100 - PROMENADE		
Address Line 4:	ATLANTA, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	061670.1025US		
NAME OF SUBMITTER:	Gregory J. Kirsch		
SIGNATURE:	/Gregory J. Kirsch/		
DATE SIGNED:	02/13/2015		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on January 2, 2015, by and among Verdiem Corporation, a Delaware corporation (the "Assignor"), in favor of Apteau Systems, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement by and among the Assignor and the Assignee, dated as of December 21, 2014 (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase certain assets of the Assignor, including, but not limited to: (i) the trademarks and trademark applications on Schedule A attached hereto (the "Trademarks"); (ii) the copyrights attached hereto on the same Schedule A (the "Copyrights"); (iii) the patents and patent applications attached hereto on the same Schedule A (the "Patents"); and (iv) the domain names on the same Schedule A hereto (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets");

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property Assets and all other Seller-Owned IP (but specifically excluding the Seller Retained IP), including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor have or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States ("Letters Patent") thereof; and the Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers unto the Assignee all of Assignor's right, title, and interest in and to any Patent or application or applications corresponding to said Patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign Patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee, at the cost and expense of Assignee (which Assignee shall advance), as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if reasonable and appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. The Assignor further agrees that in the event the records of the Assignor are required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Letters Patent or applications for Letters Patent, all such necessary records of the Assignor will be made available at no additional charge to the Assignee.

3. Delivery of Tangible Items. The Assignor shall arrange, at no cost to Assignor, for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

4. Maintenance. The Assignor agrees that they have and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to, at the cost and expense of Assignee (which Assignee shall advance), take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

5. Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace,

substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. Miscellaneous.

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Seller, on the one hand, and the Buyer, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

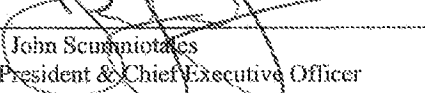
(f) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other parties, except that, after the Closing Date, the Buyer may assign this Agreement to any of its affiliates, provided, that in each case, the assigning party remains liable for the performance of its obligations hereunder.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

VERDIEM CORPORATION

By: 
Name: John Scudini
Title: President & Chief Executive Officer

ASSIGNEE:

APTEAN SYSTEMS, LLC

By: _____
Name: Kim Eaton
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

VERDIEM CORPORATION

By: _____
Name: John Scummiotales
Title: President & Chief Executive Officer

ASSIGNEE:

APTEAN SYSTEMS, LLC

By: Kim L. Eaton
Name: Kim Eaton
Title: Chief Executive Officer

SCHEDULE A

Trademarks

- 1) Verdiem – U.S. Trademark Registration No.: 3,242,173
- 2) Verdiem – Japan Trademark Registration No.: 5181106
- 3) Verdiem – EU Trademark Registration No.: 6792899

Copyrights

None

Patents

- 1) US patent # 8,281,166 issued on 10/2/2012 (application #12/400,696 filed on 3/9/2009).
- 2) Patent pending - application #13/603,303 filed on 9/4/2012. Note, there is a pending non-final office action that requires an initial response by 9/13/2014 (and can be extended up to 12/13/2014).

Domain Names

Domain	Registrar	Expiration
Verdiem.com	Network Solutions	Exp: 4/25/2017
Verdiem.it	EuropeRegistry	Exp: 1/17/2015
Verdiem.fr	EuropeRegistry	Exp: 1/11/2015
Verdiem.es	EuropeRegistry	Exp: 1/11/2015
Verdiem.de	EuropeRegistry	Exp: 1/11/2015
Verdiem.ch	EuropeRegistry	Exp: 1/11/2015
Verdiem.at	EuropeRegistry	Exp: 1/7/2015
Verdiem.net	GoDaddy	Exp: 1/9/2019