

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continuum Applied Technology, Inc.		03/09/2015	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Continuum Applied Technology, Inc.		
Street Address:	999 Marconi Avenue		
Internal Address:	c/o CAMP Systems International Inc.		
City:	Ronkonkoma		
State/Country:	NEW YORK		
Postal Code:	11779		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3236784	CONTINUUM APPLIED TECHNOLOGY	
Registration Number:	3222453	CORRIDOR	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	29339/09040		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/Charles G. Zug/		
DATE SIGNED:	03/11/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is executed as of March 9, 2015, by Continuum Applied Technology, Inc., a Nebraska corporation (the “**Assignor**”), and Continuum Applied Technology, Inc., a Delaware corporation (the “**Assignee**”).

RECITALS

WHEREAS, Assignor owns certain trademarks, copyrights, patents, domain names, trade secrets, software (including source code), other copyrightable works and other intellectual property rights constituting an Acquired Asset under the Asset Purchase Agreement (as defined below), including, but not limited to, those described in Exhibit A attached hereto and made a part hereof (the “**Assigned Intellectual Property**”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of March 9, 2015, by and among the Assignor, the Assignee, and the other signatories thereto (the “**Asset Purchase Agreement**”), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Assigned Intellectual Property, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignor hereby agrees as follows:

1. ASSIGNMENT. Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and to the Assigned Intellectual Property and, including, with respect to Assigned Intellectual Property:
 - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
 - (b) all trademarks, service marks, trade dress, logos, trade names, URL domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
 - (c) all software (including source code) and other copyrightable works, works of authorship and mask words, data, databases, data collections and related

documentation, all copyrights, and all applications, registrations and renewals in connection therewith;

(d) all customer and subscriber lists;

(e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, specifications, pricing and cost information, and business and marketing plans and proposals);

(f) all rights in and to any of the foregoing, including the right to sue, recover damage, costs, and attorneys' fees for past and present infringement or misappropriation of any of the foregoing; and

(g) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

2. **TRANSFER DOCUMENTS; FURTHER ASSURANCES.** Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Assigned Intellectual Property and to render all necessary assistance in making application for and obtaining registration of the Assigned Intellectual Property with the U.S. Patent and Trademark Office or U.S. Copyright Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Assigned Intellectual Property, by giving testimony (at Assignor's expense) in any proceedings or transactions involving such applications or the Assigned Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.
3. **TERMS OF THE ASSET PURCHASE AGREEMENT.** This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
4. **COUNTERPARTS.** This Assignment may be executed in one or more counterparts, including by way of electronic transmission, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
5. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and


performed in such state (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules), and all claims relating to or arising out of this Assignment, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of New York applicable to contracts made and performed in such state (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

[Signatures Follow]

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

ASSIGNOR:

**CONTINUUM APPLIED
TECHNOLOGY, INC.**

By: 
Name: John Demers
Title: President

ASSIGNEE:

**CONTINUUM APPLIED
TECHNOLOGY, INC.**

By: _____
Name: _____
Title: _____

Signature Page to IP Assignment Agreement

**TRADEMARK
REEL: 005476 FRAME: 0337**

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

ASSIGNOR:

**CONTINUUM APPLIED
TECHNOLOGY, INC.**

By: _____

Name: _____

Title: _____

ASSIGNEE:

**CONTINUUM APPLIED
TECHNOLOGY, INC.**

By: Ken Gray _____

Name: Ken Gray

Title: Chief Executive Officer

Signature Page to IP Assignment Agreement

**TRADEMARK
REEL: 005476 FRAME: 0338**

Exhibit A

Intellectual Property

U.S. Trade and Service Marks:

Mark	Registration No.	Serial No.	Filing Date	Registration Date
Continuum Applied Technology	3236784	78882112	May 12, 2006	May 1, 2007
Corridor	3222453	78882110	May 12, 2006	January 9, 2007

Domain Names:

corridor.aero
continuumapptech.com

U.S. Copyright Registrations:

Title of Work	Type of Work	Registration No.	Registration Date	Publication Date
Corridor Version 10.4	Computer Program (Revised Additional Text)	TX 7-590-999	August 27, 2012	April 30, 2012
Corridor	Computer Program (Revised Additional Text)	TX 6-625-507	June 7, 2007	November 2000