

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chapman Technology Group, Inc.		03/31/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	PhishLine, LLC		
Street Address:	1126 Wauwatosa Rd.		
Internal Address:	Suite 101		
City:	Cedarburg		
State/Country:	WISCONSIN		
Postal Code:	53012		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4186265	PHISHLINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	414-298-1000		
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	074529-0001		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	04/01/2015		
Total Attachments: 3			
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CH \$40.00 4186265

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the "Assignment"), effective **March 31, 2015** (the "Effective Date") is by and between Chapman Technology Group, Inc., a Wisconsin corporation (the "Assignor") and Phishline, LLC, a Wisconsin limited liability company (the "Assignee").

RECITALS

A. Assignor is the owner of various intellectual property assets set forth in Schedule A (the "Intellectual Property"); and

B. Assignor and Assignee desire by execution of this Assignment to transfer ownership of the Intellectual Property to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assignment of Intellectual Property.

(a) Assignment of Trade Secrets, Inventions and Patents. The Assignor hereby transfers and assigns to the Assignee, all rights, title and interest in and to the patent(s) and patent application(s) identified on Schedule A, all trade secrets, all unfiled patent or invention disclosures, confidential information, know-how, processes and techniques relating to the Phishline business.

(b) Assignment of Trademarks, Service Marks and Domain Names. Assignor hereby transfers and assigns to the Assignee all rights, title and interest in and to the trademark(s) and domain name(s) identified in Schedule A, including any and all common law rights held by Assignor in the trademark(s) and domain name(s), and all goodwill associated therewith.

(c) Assignment of Phishline Copyrights. Assignee hereby transfers and assigns all rights, title and interest in and to the "Phishline Copyrights" to Assignee as described in Schedule A. This transfer includes, without limitation, all of the exclusive rights listed in 17 U.S.C. § 106. Assignor hereby transfers all such rights worldwide.

(d) Joint Ownership of Share Code. Assignee hereby transfers and assigns 50% of all rights, title and interest in and to the "Shared Code" to Assignee as described in Schedule A. This transfer includes, without limitation, all of the exclusive rights listed in 17 U.S.C. § 106. Assignor hereby transfers all such rights worldwide.

(e) Assignment of Phishline Customers and Agreements. Assignor hereby transfers and assigns to the Assignee, all master service agreements, license agreements and

managed services agreements related to the Phishline business, except for any agreements that expressly prohibit such assignment and transfer.

(f) Assignment of Accrued Enforcement Rights. Assignor hereby assign to the Assignee, any causes of action that may have accrued prior to the execution date of this Assignment for infringement or misappropriation of any of the Intellectual Property.


(g) Excluded IP Assets. The above transfers and assignments shall not include any intellectual property related to the Chapman Technology Group, Inc. or the excluded IP Assets expressly identified in Schedule A.

2. Consideration. The Assignor acknowledges and agrees that the consideration paid to Assignor is sufficient to adequately compensate Assignor for their covenants and agreements set forth herein.

3. Representations and Authority. Assignor represent and warrant that they (a) have the right and ability to perform fully under the terms of this Agreement, and (b) have not executed any assignments, licenses, employment agreements, non-competition agreements, grants of security interests, or other agreements that would limit in any way the effectiveness of the transfer described above.


IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

CHAPMAN TECHNOLOGY GROUP, INC.



Mr. Mark Chapman, President

PHISHLINE, LLC



Mr. Mark Chapman, President

Schedule A

[REDACTED]

[REDACTED]

[REDACTED]

Trademark(s)

U.S. Trademark Registration No. 4186265 (PHISHLINE)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]