

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fielding Systems, LLC		03/23/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Quorum Fielding Systems, LLC		
Street Address:	3010 Briarpark Drive, Suite 450		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4418403	SCADAVISOR	
Registration Number:	4418405	FIELDVISOR	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	32262.09		
NAME OF SUBMITTER:	Timothy J. Lyden		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	04/03/2015		
Total Attachments: 5			
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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of March 23, 2015, is entered into by and between Fielding Systems LLC, a Florida limited liability company ("Assignor"), and Quorum Fielding Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 23, 2015 (the "Purchase Agreement"), by and among Assignor, Assignee, the Key Holders (as defined therein) and the Seller Representative (as defined therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignors' right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto and the goodwill of the business symbolized thereby ("Assigned Trademarks") and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to Assignee, all right, title and interest of Assignor throughout the world in and to the Assigned Trademarks and the Assigned Domain Names, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor further assigns to Assignee all of Assignor's right to sue for and receive all damages accruing from past, present and future infringements of the Assigned Trademarks and the Assigned Domain Names.

3. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means, including PDF format, shall be deemed to be their original signatures for any purposes whatsoever. Digital or electronic signatures affixed with any commonly accepted technology, e.g., EchoSign, will be accepted by the parties and will be valid.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

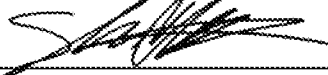
5. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without reference to its choice of law rules. This Assignment may be amended or supplemented in any and all respects only by written agreement of the parties hereto.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

FIELDING SYSTEMS LLC

By: 
Name: Shawn C. Cutter
Title: Operating Manager

ASSIGNEE:

QUORUM FIELDING SYSTEMS, LLC

By: _____
Name: Perry R. Turbes
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

FIELDING SYSTEMS LLC

By: _____

Name: Shawn C. Cutter

Title: Operating Manager

ASSIGNEE:

QUORUM FIELDING SYSTEMS, LLC

By: _____

Name: Perry R. Turbes

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005492 FRAME: 0351

SCHEDULE A

Assigned Trademarks

Registered Trademarks

ScadaVisor, USPTO Serial Number 85873583, Registration Number 4418403, registered 10/15/2013

FieldVisor, USPTO Serial Number 85873592, Registration Number 4418405, registered 10/15/2013

Unregistered Trademarks

VisorBridge

TicketVisor

SCADA in the Cloud

Trending Alarms

SCHEDULE B

Assigned Domain Names

Domain Addresses

fieldvisor.com; registrar: Godaddy.com, LLC; expires 2/12/2016
scadavisor.com; registrar: Godaddy.com, LLC; expires 2/12/2016
fieldingsystems.com; registrar: Godaddy.com, LLC; expires 2/12/2016
fieldingsystems.net; registrar: Godaddy.com, LLC; expires 2/12/2016
scadamonitoring.com; registrar: Godaddy.com, LLC; expires 6/25/2015
fielddatacapture.com; registrar: Godaddy.com, LLC; expires 2/12/2016
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