

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavitech Holdings, LLC		10/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Arisdyne Systems, Inc.		
Street Address:	17909 Cleveland Parkway		
Internal Address:	Suite 100		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44135		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3509504	ELECTROSPERSE	
Registration Number:	3509505	ELECTROSPERSE	
Registration Number:	3822881	ELECTROSPERSE THE FUTURE OF FUNCTIONAL I	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	30845-64(2)		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	03/31/2015		

OP \$90.00 3509504

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made effective as of this 25th day of October, 2013 ("Effective Date"), between Cavitech Holdings, LLC, a Delaware limited liability company ("Assignor") and Arisdyn Systems, Inc., a Delaware corporation (the "Assignee").

Recitals

Assignee and Assignor are parties to that certain Series A Preferred Share Purchase and Contribution Agreement effective as of October 25, 2013 by and among Assignor, Assignee, and the other Investors (as defined therein) (the "Agreement"), whereby Assignor has consented to assign certain intellectual property to Assignee; and

Pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all domestic and foreign patents, trademarks, copyright, and other intellectual property owned by Assignor (the "Intellectual Property") including, without limitation, the patents set forth on Schedule A attached hereto.

Agreement

In consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property for the United States and all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, except, however, for any license fees related to the Intellectual Property accrued prior to the Effective Date, which shall remain the sole property of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as assignee and owner of the Intellectual Property.

In addition to the applicable representations and warranties provided in the Agreement, Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) has not executed, and will not, execute any agreement or other instrument in conflict herewith. Except as expressly

provided herein, Assignor does not make any other representations or warranties, either express or implied, regarding the Intellectual Property or Assignor's assignment thereof, and all implied warranties, including the warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation with respect to (1) the preparation and prosecution of any applications relating to the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property or this Assignment; (3) obtaining any additional patent protection relating to the rights assigned herein that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

As of the Effective Date, all licenses, rights of use, and other agreements by and among Assignor and Assignee, whether or not in writing, relating to the license or use of the Intellectual Property are hereby terminated and canceled, and all rights, interests, obligations, and duties thereof of Assignor and Assignee are expressly terminated in full.

Assignor hereby assigns to Assignee all of Assignor's right, title, interests, and obligations pursuant to that certain License Agreement by and between Assignor and Gensyn Technologies, Inc., a Delaware corporation, and Assignee assumes all obligations, duties, rights and interests in and to such License Agreement as of the date hereof, except, however, for any license fees related to the Intellectual Property accrued prior to the Effective Date, which shall remain the sole property of Assignor.

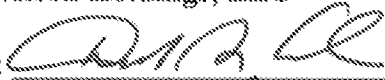
(Signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

This Assignment has been executed effective as of the 25th day of October, 2013.

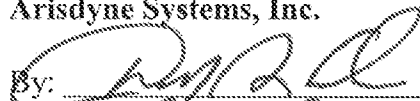
ASSIGNOR

Cavitech Holdings, LLC

By: 
Name: DAVID R. COLEMAN
Title: ACTING CFO

ASSIGNOR

Arisdyne Systems, Inc.

By: 
Name: DAVID R. COLEMAN
Title: CFO

SCHEDULE A

PATENTS

7798562 v4

RECORDED: 03/31/2015

**TRADEMARK
REEL: 005492 FRAME: 0945**