

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auersoft LLC		04/01/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	GRM Information Management Services, Inc.		
Street Address:	215 Coles Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3265606	VISUALVAULT	
Registration Number:	3364648	V-SCAN	
Registration Number:	3439157	V-FAX	
Registration Number:	3629273	V-EMAIL	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	609-896-3600		
Email:	bstaufenberg@foxrothschild.com		
Correspondent Name:	Lisa B. Lane, Esq./Fox Rothschild LLP		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		
ATTORNEY DOCKET NUMBER:	32678.00002		
NAME OF SUBMITTER:	Lisa B. Lane		
SIGNATURE:	/lisa b lane/		
DATE SIGNED:	05/08/2015		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, is made and effective as of April 2, 2015 by and between AUERSOFT LLC, an Arizona limited liability company having an address at 1050 W. Birchwood Avenue, Mesa, AZ 85210 ("Assignor") and GRM INFORMATION MANAGEMENT SERVICES, INC., a New Jersey corporation having an address at 215 Coles Street, Jersey City, NJ 07310 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain asset purchase agreement dated as of February 6, 2015 (the "**Asset Purchase Agreement**"), pursuant to which Assignee has acquired various assets, including, without limitation, all right, title and interest in and to the Intellectual Property Rights (as such term is defined in the Asset Purchase Agreement), including, without limitation, the intellectual property identified on Schedules 1 and 2, annexed hereto and made a part hereof;

WHEREAS, Assignor is (i) the owner of the Software Programs (as such term is defined in that certain software assignment agreement executed by the parties simultaneously herewith (the "Software Assignment Agreement") on the attached Schedule 1, and (ii) the owner of the federal service marks (the "Logos") identified on Schedule 2 annexed hereto and made a part hereof; and

WHEREAS, Assignor wishes to sell and assign the Logos and all of the Intellectual Property Rights identified on Schedules 1 and 2 to Assignee and Assignee wishes to purchase and acquire all such Intellectual Property Rights.

NOW, THEREFORE, the parties agree:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Intellectual Property Rights identified on Schedules 1 and 2, annexed hereto and made a part hereof, together with the goodwill of the Business (as such term is defined in the Asset Purchase Agreement) symbolized by the Logo.

2. Assignor further agrees to: (a) cooperate with Assignee in the protection of the Intellectual Property Rights (including, without limitation, the Logo and the Software Programs); (b) execute, verify, acknowledge and deliver all such further papers, including instruments of transfer, as Assignee lawfully may request as necessary to transfer and assign the Intellectual Property Rights to Assignee; and (c) perform such other acts as Assignee lawfully may request as necessary to obtain or maintain the Intellectual Property Rights (including, without limitation, the Software Programs and the Logos) and any and all applications and registrations for the Logos in any and all countries.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

AUERSOFT LLC

By: *John Auer*
Name: John Auer
Title: Chairman

GRM INFORMATION MANAGEMENT SERVICES, INC.

By: _____
Name:
Title:

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

On the 1 day of April, 2015, before me personally came John T. Auer to me known, who, being by me duly sworn, did depose and say that he resides in Mesa, Arizona; that he is the Chairman of Auersoft LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto in such capacity by order of the members of said limited liability company.

Michael R. Lolli
Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ___ day of _____, 2015, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in Delray Beach, Florida; that he is a Member of _____, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto in such capacity by order of the members of said limited liability company.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

AUERSOFT LLC

By: _____
Name: John Auer
Title: Chairman

GRM INFORMATION MANAGEMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

On the ____ day of _____, 2015, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, Arizona; that he is the _____ of Auersoft LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto in such capacity by order of the members of said limited liability company.


Notary Public

Florida
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11 day of March, 2015, before me personally came Mark S. Smith, to me known, who, being by me duly sworn, did depose and say that he resides in Delray Beach, Florida; that he is a Member of GRM Information Management Services, Inc. the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto in such capacity by order of the members of said limited liability company.

GRM Information Management Services, Inc.

 Jay Chung
Commission # FF092239
Expires: FEB. 12, 2018
www.AARDNOTARY.com



Notary Public
Jay Chung

SCHEDULE I

Software

- VisualVault versions 3.5 and 4.1
- Outlook Add-In version 6.4
- VisualVault Office Add-Ins version 6.4
- Kofax Express Connector version 2.6.4
- Kofax Capture Release Script version 2.0.1
- VisualVault Acrobat 11 Plug-In version 4
- VisualVault Acrobat 10 Plug-In version 2.4
- VisualVault Acrobat 9 Plug-In version 2.4
- VisualVault Acrobat 8 Plug-In version 2.4
- VisualVault Acrobat 6 Plug-In version 2.4
- V-Email version 2.6
- V-Scan version 5.1
- VVRuntime versions 3.9 and 4.1
- V-Fax version 3.0
- SDK Sample Code version 1
- Document Export Utility version 3.3
- Form Import/Export Utility version 1.9

SCHEDULE 2

MARK AND GOODS/SERVICES	REGISTRATION NO.	REGISTRATION DATE	Jurisdiction
VISUALVAULT	3265606	July 17, 2007	United States
V-SCAN	3364648	January 8, 2008	United States
V-FAX	3439157	June 3, 2008	United States
V-EMAIL	3629273	June 2, 2009	United States