

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VisualShare, Inc.		04/20/2015	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xifin, Inc.		
<b>Street Address:</b>	12225 El Camino Real		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4542110	VISUALSHARE	
<b>Registration Number:</b>	4542111	TELECAM	
<b>Registration Number:</b>	4589774	VISUALSTRATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	18030-3-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	05/11/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is entered into as of April 20, 2015 (the "Effective Date") by and between VisualShare, Inc., a Utah corporation with offices at 350 East 500 South #101, Salt Lake City, UT 84111 ("Assignor"), and Xifin, Inc., a California corporation, with offices at 12225 El Camino Real, San Diego, CA 92130 ("Assignee"). Assignor and Assignee may be referred to as a "Party" or, collectively, the "Parties."

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "APA"); and

**WHEREAS**, under the APA, Assignor has sold, assigned, conveyed and transferred, or has otherwise agreed to sell, assign, convey, and transfer its rights in certain assets, including trademarks and other intellectual property assets.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration hereunder and under the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest as of the Effective Date in and to the trademarks set forth on Schedule A (the "Trademarks"), including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, together with (a) all registrations, applications, renewals and extensions thereof, (b) all licenses for the use of any of the foregoing, (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (d) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (e) all tangible embodiments and copies of any of the foregoing and all books and records pertaining to any of the foregoing, in each case any form or medium, (f) all rights corresponding to any of the foregoing throughout the world, and (g) the right to assign the rights conveyed herein, all of the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Recordation**. Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances**. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths,

exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment or the APA.

4. **Counterparts.** This Assignment may be executed in one or more counterparts (including by .pdf), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

5. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

6. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

**VisualShare, Inc.**  
as Assignor

**Xifin, Inc.**  
as Assignee

By: *Patricia Good*

By: \_\_\_\_\_

Title: *CEO*

Title: \_\_\_\_\_

Name: *Patricia Good*

Name: \_\_\_\_\_

Date: *3/17/2015*

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

VisualShare, Inc.  
as Assignor

Xifin, Inc.  
as Assignee

By: \_\_\_\_\_

By: Lale White

Title: \_\_\_\_\_

Title: CEO

Name: \_\_\_\_\_

Name: Lale White

Date: \_\_\_\_\_

Date: 4/15/15

**SCHEDULE A  
TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Class(es)</b>	<b>Status</b>
VISUALSHARE	US	85933820 5/16/2013	4542110 6/3/2014	42	REGISTERED
TELECAM	US	85933849 5/16/2013	4542111 6/3/2014	42	REGISTERED
VISUALSTRATA	US	85933874 5/16/2013	4589774 6/3/2014	42	REGISTERED