TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM341511

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nomi Technologies, Inc.		05/14/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Nomi corporation
Street Address:	2 Sun Court NW
Internal Address:	Suite 400
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4680595	NOMI

CORRESPONDENCE DATA

Fax Number: 4043659532

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.

4042337000 Phone:

etillman@mmmlaw.com Email:

Correspondent Name: Morris, manning & Martin, LLP

Address Line 1: 3343 peachtree road ne Address Line 2: 1600 atlanta financial center Address Line 4: atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	25787-85035
NAME OF SUBMITTER:	Daniel E. Sineway
SIGNATURE:	/Daniel E. Sineway/
DATE SIGNED:	05/15/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into on this May 14, 2015, by and between Nomi Technologies, Inc., a Delaware corporation (the "Assignor"), and Nomi Corporation, a Delaware corporation f/k/a Brickstream Corporation (the "Assignee").

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of October 15, 2014, by and among the Assignee, Bromi, Inc., a Delaware corporation (the "Merger Sub"), the Assignor, and Fortis Advisors, LLC, as the Representative (the "Merger Agreement"), the Assignee agreed to acquire the Assignor by way of the merger of Merger Sub with and into the Assignor with the Assignor being the surviving corporation;

WHEREAS, pursuant to the Merger Agreement, upon consummation of the Merger (as defined in the Merger Agreement), the Merger Sub ceased to exist and the Assignor is a whollyowned subsidiary of the Assignee;

WHEREAS, the Assignor desires to assign, and the Assignee desires to acquire, the entire right, title, and interest in and to any and all Company Intellectual Property (as defined in the Merger Agreement), including, but not limited to, the patents and patent applications (the "Patents") on Schedule A attached hereto, trademarks, trade names and logos on the same Schedule A (the "Trademarks"), the copyrights on the same Schedule A (the "Copyrights") and the domain names on the same Schedule A (the "Domain Names"); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Patents and Trademarks be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign patent and trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office (where applicable).

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

- 1. <u>Assignment</u>. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to all of the Company Intellectual Property, including the following assignments:
- (a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States ("Letters Patent") therefor, including all damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the

Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, continuation-in-part, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

- (b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.
- (c) The Assignor hereby assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.
- (d) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.
- 2. <u>Cooperation and Recordation</u>. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Company Intellectual Property, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Company Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Company Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.
- 3. <u>Maintenance</u>. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Company Intellectual Property to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Company Intellectual Property in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Company Intellectual Property.

4. <u>Merger Agreement</u>. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Merger Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Merger Agreement. In the event of any conflict or inconsistency between the terms of the Merger Agreement and the terms hereof, the terms of the Merger Agreement shall control.

5. Miscellaneous.

- (a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.
- (b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.
- (c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.
- (e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signatures begin on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

ASSIGNOR: ASSIGNEE:

Nomi Technologies, Inc. Nomi Corporation

Occusigned by:

Arthur Walsh

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By:

Docusigned by:

Arthur Walsh

By:

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Name: Arthur Walsh

Name: Arthur Walsh

Title: CFO & Corporate Secretary Title: SVP – Operations & Corp Secretary

SCHEDULE A

Patents

Title	Application No./Type	Filing Date	Assignee of Record	Priority Claim	Status/ Issues
FIRST PARTY COOKIE SYSTEM AND METHOD	14/455,730/ Non-Provisional	Aug. 8, 2014	Nomi Corporation	Claims priority to Non- Provisional Patent Application No. 13/886,236 filed on May 2, 2013	Pending
FIRST PARTY COOKIE SYSTEM AND METHOD	13/886,236/ Non-Provisional	May 2, 2013	Nomi Corporation	None	Abandoned

Trademarks

Mark	App. No. / Reg. No.	Country	Status
NOMI	1,614,845	Australia	Registered
NOMI	4,680,595	US	Registered
NOMI	1,671,232	Canada	Pending
NOMI	1,670,988	Canada	Pending
NOMI	2,711,220	India	Pending
	N/A	US	Common-Law
	N/A	US	Common-Law

Copyrights

None registered.

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Domain Names

RECORDED: 05/15/2015

Domain	Registrant	Registrar	Expiration Date
NOMI.COM	Nomi Technologies, Inc.	gandi.net	Nov. 16, 2015

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