

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAYER42.NET, INC.		05/14/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	WAVEDIVISION HOLDINGS, LLC		
Street Address:	401 Kirkland Park Place, Suite 500		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3810409	LAYER42	
CORRESPONDENCE DATA			
Fax Number:			
<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:	206-587-0700		
Email:	trademark@cairncross.com		
Correspondent Name:	Timothy M. Woodland, c/o Cairncross & He		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 2:	c/o Cairncross & Hempelmann		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	1118-46		
NAME OF SUBMITTER:	Timothy M. Woodland		
SIGNATURE:	/Timothy M. Woodland/		
DATE SIGNED:	05/20/2015		
Total Attachments: 5			
source=Signed Trademark Assignment Agreement - Wave - Layer42 (02805387)#page1.tif			
source=Signed Trademark Assignment Agreement - Wave - Layer42 (02805387)#page2.tif			
source=Signed Trademark Assignment Agreement - Wave - Layer42 (02805387)#page3.tif			
source=Signed Trademark Assignment Agreement - Wave - Layer42 (02805387)#page4.tif			

OP \$40.00 3810409

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated May 14, 2015, is entered into by and between LAYER42.NET, INC., a California corporation (“Seller”), and WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, Seller is the owner of the following U.S. trademark (the “Trademark”):

Word Mark	Serial Number	Registration Number
LAYER42	77866833	3810409

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated May 4, 2015 (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell substantially all of its assets, including the Trademark, to Buyer. Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings as set forth in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, all of Seller’s worldwide rights, title, and interest in and to the Trademark, including, without limitation, all rights related to any registrations thereof, together with the Trademark’s goodwill and all other trademark interests, causes of action, payments, royalties, damages and/or rights due or payable with respect to the Trademark (collectively, the “Trademark Interests”).

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the consideration set forth in the Purchase Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, grants, conveys, assigns, and relinquishes exclusively to Buyer, its successors and assigns, in perpetuity (or for the longest period of time otherwise permitted by law), all of Seller’s worldwide right, title, and interest in and to the Trademark Interests. Seller covenants not to use or display the Trademark, or any mark confusingly similar thereto, anywhere in the world except by authorization of Buyer, and Seller covenants not to contest or challenge the validity of the Trademark Interests, any applicable registrations thereof, or the ownership of the Trademark Interests by Buyer.

2. Power of Attorney. Seller hereby agrees to immediately cease using the Trademark and, in furtherance of the assignments set forth in this Assignment, Seller hereby irrevocably makes, constitutes and appoints Buyer, and any successors and assigns thereof, as its true and lawful attorney-in-fact, with full power of substitution without notice to the Seller, to act in its name, place and stead to execute and deliver any documentation or otherwise effect and benefit from the transfer, assignment and registration of the Trademark and the Trademark

Interests. This power of attorney is an irrevocable, durable agency, coupled with an interest, with full power of substitution.

3. Further Assurances. Seller covenants and agrees that it shall take all actions and execute such other and further assignments and documents as the Buyer may reasonably request to carry out, give effect to, or to otherwise evidence this Assignment.

4. Terms of Purchase Agreement. In the event of any conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

5. Successors and Assigns; Governing Law. This Assignment shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns; and shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard or reference to conflicts or choice of law principles.

6. Counterparts. This Assignment may be executed and delivered in any number of counterparts, including by facsimile or electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures Follow.]

EXECUTED by duly authorized representatives of Seller and Buyer on the day first written above.

SELLER:

LAYER42.NET, INC.

By: [Signature]
Name: DEYER GARNIER
Its: CEO

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of May, 2015, _____ did personally appear before me, the undersigned Notary Public in and for the State of _____, and acknowledged to me that he is the _____ of Layer42.Net, Inc. ("Layer42") and that on behalf of Layer42 further acknowledged that he has authority to act on behalf of Layer42 to execute the foregoing instrument and acknowledged it as the voluntary act and deed of Layer42.

GIVEN under my hand and official seal this ___ day of May, 2015.

NOTARY PUBLIC
in and for the State of See attached acknowledgment
residing at _____
My commission expires _____

(Signature Page to Trademark Assignment Agreement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

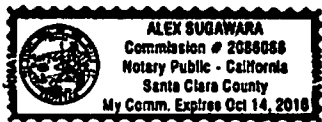
On 5/12/15 before me, Alex Sugawara
Date Here Insert Name and Title of the Officer

personally appeared Derek Garnier
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alex Sugawara
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

BUYER:

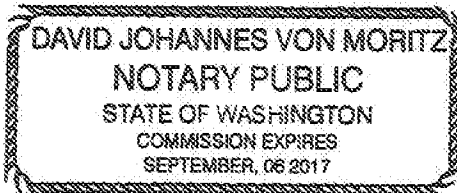
WAVEDIVISION HOLDINGS, LLC

By: *James A Penney*
James A Penney, Executive Vice President

STATE OF WASHINGTON)
) ss:
COUNTY OF *King*)

On this *6th* day of May, 2015, James A. Penney did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the Executive Vice President of WaveDivision Holdings, LLC ("Wave") and that on behalf of Wave, further acknowledged that he has authority to act on behalf of Wave to execute the foregoing instrument and acknowledged it as the voluntary act and deed of Wave.

GIVEN under my hand and official seal this *6th* day of May, 2015.



David Johannes von Moritz
DAVID JOHANNES VON MORITZ
NOTARY PUBLIC in and for the State of Washington,
residing at *Seattle*
My commission expires *09.06.2017*

(Signature Page to Trademark Assignment Agreement)