

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtual Bridges, Inc.		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertiscale, Inc.		
Street Address:	6300 BRIDGE POINT PARKWAY		
Internal Address:	Suite 1-350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86178371	GOLD IMAGE FACTORY	
Registration Number:	4611405	BRIDGEPOINT	
Registration Number:	4571608	VIRTUAL BRIDGES	
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>			
Email:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	VER650.26000		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	05/29/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “*Assignment*”), dated effective as of May 22, 2015 (the “*Effective Date*”), is entered into by and between Vertiscale, Inc., a Delaware corporation (“*Assignee*”), and Virtual Bridges, Inc., a Delaware corporation (“*Assignor*”). Assignor and Assignee are sometimes referred to herein individually as a “*Party*,” and collectively as the “*Parties*.”

Pursuant to that certain Consent to Acceptance of Collateral in Partial Strict Foreclosure (the “*Acceptance Agreement*”) dated as of the date hereof, by and between Assignor and Assignee, Assignee desires to accept, and Assignor has consented to, the transfer of the Transferred IP (as defined below), which represents a portion of the Accepted Collateral (as defined in the Acceptance Agreement), in partial satisfaction of the indebtedness and obligations of Assignor to Assignee that the Transferred Property secures pursuant to Texas Business and Commerce Code § 9.620.

This Assignment is intended to evidence the transfer pursuant to the Acceptance Agreement to Assignee of a portion of the Accepted Collateral, consisting of all of Assignor’s right, title and interest in and to the Transferred IP, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the “*Patents*”), the Internet domain names set forth on the attached Schedule 2 (collectively, the “*Domain Names*”), the trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 3 (collectively, the “*Trademarks*”).

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Construction.** In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa, (b) reference to a person includes such person’s successors and assigns, (c) references to any Schedule, Section, subsection and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise, (d) references in any Section or definition to any clause means such clause of such Section or definition, (e) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment, and (f) the word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation”. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

2. **Definitions.** For purposes of this Assignment, the following terms shall have the respective meanings specified below:

“**Intellectual Property**” means all right, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including: (i) the Patents and any other patents and applications therefor, including continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof, (ii) the Trademarks and any other trademarks, service marks, trade names, service names, brand names, trade dress rights, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof, (iii) the Domain Names and any other Internet domain names, (iv) copyrights and mask work, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof, (v) trade secrets and other proprietary confidential information, (vi) other intellectual property

rights arising from or relating to Technology and (vii) contracts granting any right relating to or under the foregoing.

“Technology” means, collectively, software, information, designs, source and object codes, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, tools, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings and registered domain names, website pages and other website development, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related Technology.

“Transferred IP” means all Intellectual Property and Technology owned by Assignor, including the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights to damages and payments for past, present or future infringements or misappropriations thereof.

3. Assignment. Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of Assignor’s worldwide rights, title and interest and benefit in and to the Transferred IP, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Transferred IP, including the goodwill of the businesses connected to the use of any of the Transferred IP, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other governmental authority to record Assignee as owner of the Patents, Trademarks, and Domain Names and of the entire title and interest in, to and under the same, for the use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Transferred IP is properly assigned to Assignee, or any assignee or successor thereto.

5. Cooperation. Assignor hereby covenants and agrees that Assignor will communicate to Assignee and Assignee’s successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Transferred IP) known to Assignor with respect to the Transferred IP, sign all lawful papers, execute all applications (including powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of Assignee to aid Assignee, Assignee’s successors, legal representatives and assigns in obtaining and enforcing protection for the Transferred IP and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor’s attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of Assignor’s obligations set forth in this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the state of Texas without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction).

7. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

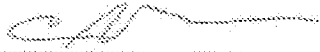
8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Assignment and any agreement or instrument entered into in connection with this Assignment, and any amendment hereto or thereto, by any of the Parties or any other person may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's or person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such Party.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

VERTISCALE, INC., a Delaware corporation

By: 
Name: Chris Pacitti
Title: President

ASSIGNOR:

VIRTUAL BRIDGES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

VERTISCALE, INC., a Delaware corporation

By: _____
Name: Chris Pacitti
Title: President

ASSIGNOR:

VIRTUAL BRIDGES, INC., a Delaware corporation

By: _____
Name: MARK LUTHERO
Title: CFO

Schedule 1

Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Date Issued/ (Date Filed)</u>	<u>Patent No./ (Patent Application No.)</u>
United States	METHODS AND SYSTEMS FOR DYNAMICALLY SPECIALIZING AND RE-PURPOSING COMPUTER SERVERS IN AN ELASTICALLY SCALING CLOUD COMPUTING INFRASTRUCTURE	(September 25, 2013)	(20150089062)
United States	SYSTEM, METHOD, AND COMPUTER READABLE MEDIUM FOR IMPROVING VIRTUAL DESKTOP INFRASTRUCTURE PERFORMANCE	(September 30, 2011)	(20130086579)

Schedule 2

Domain Names

www.vbridges.com

Schedule 3

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
United States	Gold Image Factory	[January 29, 2014]	86178371
United States	Bridgepoint	September 23, 2014 / [December 30, 2013]	4611405 / 86154385
United States	VIRTUAL BRIDGES	July 22, 2014 / [November 27, 2013]	4571608 / 86130788

SCHEDULE 3 TO
INTELLECTUAL PROPERTY ASSIGNMENT

US 3521968v.7

RECORDED: 05/29/2015

TRADEMARK
REEL: 005525 FRAME: 0654