

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MoreSteam.com, LLC		08/01/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	MoreSteam Development LLC		
Street Address:	9984 Brewster Lane		
Internal Address:	Suite 150		
City:	Powell		
State/Country:	OHIO		
Postal Code:	43065		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2961043	ENGINE ROOM	
Registration Number:	3006437	TRACTION	
Registration Number:	2668581	SIGMA SIM	
Registration Number:	3219460	SIGMAPEDIA	
Registration Number:	3815385	CRUCIBLE	
Registration Number:	2626284	THE ENGINE ROOM OF CONTINUOUS IMPROVEMEN	
Registration Number:	3826035	INBOX	
Registration Number:	3815384	SIGMABREW	
Registration Number:	4070981	POWERHOUSE	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	4142716560		
Email:	klbehnke@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E. Wisconsin Avenue		
Address Line 2:	Suite 3300		

CH \$240.00 2961043

Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	067288-9011-US00
NAME OF SUBMITTER:	Laura M. Konkel
SIGNATURE:	/lauramkonkel/
DATE SIGNED:	06/03/2015
Total Attachments: 4 source=17276469_Executed_Assignment#page1.tif source=17276469_Executed_Assignment#page2.tif source=17276469_Executed_Assignment#page3.tif source=17276469_Executed_Assignment#page4.tif	

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made as of the 1st day of August, 2012 by and between MoreSteam.com, LLC, an Ohio limited liability company having an address of 9984 Brewster Lane, Suite 150 Powell, OH 43065 ("MS") and MoreSteam Development LLC ("MSD"), an Ohio limited liability company also having an address of 9984 Brewster Lane, Suite 150 Powell, OH 43065.

Background

MS owns, has adopted, and either uses, has used or has a bona fide intention to use various trademarks, service marks and other indicia in connection with its business. Certain of such marks are the subject of registrations and applications for registration and are set forth on Schedule 1 attached hereto (the "Marks"). MS also owns various inventions, designs and innovations, certain of which are subject of patents and applications for patents set forth on Schedule 2 attached hereto (the "Inventions"). MS also owns various registered and unregistered works of authorship, moral rights and expressions, certain of which are subject of registrations set forth on Schedule 3 attached hereto (the "Copyrights") (the the Marks, Inventions and Copyrights collectively the "Intellectual Property").

Pursuant to an Agreement and Plan of Reorganization dated on even date hereof by and among MS, MSD and MoreSteam Holdings LLC ("MSH"), also an Ohio limited liability company (the "Agreement"), MS agrees to assign, and MDS agrees to acquire, certain assets of MS, including but not limited to the Intellectual Property.

Therefore, in consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MS, the parties agree as follows:

Agreement

1. Defined Terms. All terms used herein with initial capital letters that are not defined herein have the meanings ascribed to them in the Agreement.
2. Assignment of Marks. MS does hereby assign and transfer to MSD, MS' entire worldwide right, title and interest in and to the Marks together with that part of the goodwill of the business connected or associated with the use of, and symbolized by, the Marks and all forms of legal rights and protections that may be obtained for, or may pertain to, the Marks in any country in the world. The assigned and transferred rights in the Marks specifically include, without limitation:
 - a. the rights to pursue registrations and enforcement of such Marks;
 - b. all claims for damages by reason of past infringement of the Marks with the right to sue for and collect damages or other proceeds, and the rights to pursue whatever other remedies that may be available for such infringement;
 - c. all rights and ownership in and to the registrations and applications described on Schedule 1, including all rights under any and all international conventions and treaties in respect of the Marks in foreign countries; and

- d. the authority of MSD to apply for foreign protection of the Marks in foreign countries directly in its own name, and to claim the priority of the filing date of the Marks under the provisions of any and all international conventions and treaties.

3. Assignment of Inventions. MS does hereby assign and transfer to MSD, MS' entire worldwide right, title and interest in and to the Inventions and all forms of legal rights and protections that may be obtained for, or may pertain to, the Inventions in any country in the world. The assigned and transferred rights in the Inventions specifically include, without limitation:

- a. the rights to prepare, apply for and prosecute any letters or design patent, applications therefor, provisional patent applications, or other documents or filings indicating priority of ownership or inventorship, reissues, continuations, divisionals or extensions thereof, PCT filings, and invention disclosures;
- b. all claims for damages by reason of past infringement or misappropriation of the Inventions with the right to sue for and collect damages or other proceeds, and the rights to pursue whatever other remedies that may be available for such infringement;
- c. all rights and ownership in and to the patents and applications described on Schedule 2, including all rights under any and all international conventions and treaties in respect of the Inventions in foreign countries; and
- d. the authority of MSD to apply for foreign protection of the Inventions in foreign countries directly in its own name, and to claim the priority of the filing date of the Inventions under the provisions of any and all international conventions and treaties.

4. Assignment of Copyrights. MS does hereby assign and transfer to MSD, MS' entire worldwide right, title and interest in and to the Copyrights and all forms of legal rights and protections that may be obtained for, or may pertain to, the Copyrights in any country in the world. The assigned and transferred rights in the Inventions specifically include, without limitation:

- a. the rights to prepare, apply for and prosecute, registrations and applications for registrations, all other documents or filings indicating priority of ownership or authorship, renewals or extensions thereof, Berne Convention or other international filings or claims;
- b. all claims for damages by reason of past infringement or misappropriation of the Copyrights with the right to sue for and collect damages or other proceeds, and the rights to pursue whatever other remedies that may be available for such infringement;
- c. all rights and ownership in and to the registrations and applications described on Schedule 3, including all rights under any and all international conventions and treaties in respect of the Copyrights in foreign countries; and
- d. the authority of MSD to apply for foreign protection of the Copyrights in foreign countries directly in its own name, and to claim the priority of the filing date of the Inventions under the provisions of any and all international conventions and treaties.

5. Terms Subject to the Agreement. This Assignment and the obligations of MS hereunder are subject in all respects to the terms and conditions of the Agreement. This Assignment is intended only to effect the transfer of certain property to be transferred pursuant to the Agreement. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, rescind, waive, expand, enlarge or in any way affect the provisions set forth in the Agreement.

6. Power of Attorney. MS hereby appoints MSD and its successors and assigns MS' true and lawful attorney-in-fact, with full power of substitution and resubstitution, to institute and prosecute all proceedings that MSD may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets, to defend or compromise all actions, suits and proceedings in respect of the Assets and to do all such things in relation thereto as MSD may deem advisable, including but not limited to all right and authority to endorse without recourse the name of MS on any check or other evidence of indebtedness received by MSD in respect of any accounts receivable or other monetary items constituting a part of the Assets Transferred to MSD pursuant to this Assignment and the Agreement, and to retain the proceeds thereof for MSD's account, on its behalf, in the name of MS.

7. Further Assurances. MS will, from time to time, as and when requested by MSD, execute and deliver, or cause to be executed and delivered, all such documents and instruments, and will take, or cause to be taken, all such further or other actions, as MSD may reasonably deem necessary or desirable to effect the Transfer of the Assets contemplated by this Assignment and the Agreement.

8. Governing Law. This Assignment will be governed by, and construed in accordance with, the law of the State of Ohio, without regard to the conflict of laws rules of such state.

IN WITNESS WHEREOF, MS has duly executed this Assignment as of the day and year first above written.

MoreSteam.com, LLC

By 
William M. Hathaway, President

Schedule 1 – Marks

Mark	Country	Status	Appl. No./ Filing Date	Reg. No./ Reg. Date
ENGINE ROOM	US	Registered	78/267629 06/26/03	2961043 06/07/05
TRACTION	US	Registered	78/267619 06/26/03	3006437 10/11/05
SIGMA SIM	US	Registered	76/325801 10/16/01	2668581 12/31/02
SIGMAPEDIA	US	Registered	78/636796 05/25/05	3219460 03/20/07
Crucible	US	Registered	77692608 (03/17/09)	3815385 (07/06/10)
The Engine Room of Continuous Improvement	US	Registered	76171780 11/17/00	2626284 09/24/02
InBox	US	Registered	77692552 (03/17/09)	3826035 (07/27/10)
SigmaBrew	US	Registered	77692600 (03/17/09)	3815384 (07/06/10)
Powerhouse	US	Registered	77692613 (03/17/09)	4070981 (12/13/11)
Process Playground	US	Abandoned	85032138 (05/06/10)	
		Pending	85669184 (07/05/12)	
Wave Machine	US	Unfiled		
Lean Learning	US	Unfiled		
Cutting the Cost of Calculation	US	Unfiled		