

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	09/24/2013

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hara Software, Inc.		09/24/2013	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Verisae, Inc.
<b>Street Address:</b>	730 Second Avenue South
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	CORPORATION: MINNESOTA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3861702	HARA
Registration Number:	3923759	HARA
Registration Number:	4179755	HARA
Registration Number:	3861703	HARA
Registration Number:	3923760	HARA
Registration Number:	4179756	HARA
Registration Number:	3851102	KNOW YOUR IMPACT. CHANGE THE WORLD.
Registration Number:	3929252	KNOW YOUR IMPACT. CHANGE THE WORLD.

## CORRESPONDENCE DATA

Fax Number: 6123408827

*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.*

Phone: 612-343-7922

Email: nafziger.jamie@dorsey.com

Correspondent Name: Jamie Nafziger

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	M243061
<b>NAME OF SUBMITTER:</b>	Jamie Nafziger
<b>SIGNATURE:</b>	/Jamie Nafziger/
<b>DATE SIGNED:</b>	06/24/2015

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment") is made effective as of September 24, 2013, by and between Hara Software, Inc., a Delaware corporation (the "Assignor"), and Verisae, Inc., a Minnesota corporation (the "Assignee"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement (defined below).

**RECITALS**

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of September 24, 2013 (the "Purchase Agreement"), whereby Assignee is purchasing the Assets (as defined in the Purchase Agreement) from Assignor.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer, and Assignee has agreed to acquire and assume all of Assignor's worldwide right, title and interest in, to and under registered and unregistered domestic and foreign copyrights, patents, trademarks, trade names and applications for copyrights patents, trademarks, and trade names owned by Assignor and related to the Business as set forth on Schedule 3.14 to the Disclosure Schedules incorporated by reference into the Purchase Agreement (the "Assumed Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Assumed Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assumed Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Taiwan, China, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements, and indemnities relating to the Assumed Intellectual Property, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more

effectively consummate the assignments and assumptions contemplated by this IP Assignment.

4. Successors in Interest. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, and any reference to a party shall also be a reference to the successors and permitted assigns thereof.

5. Governing Law. This IP Assignment shall be governed by and construed and enforced according with the laws of the State of Delaware without reference to its choice of law rules.

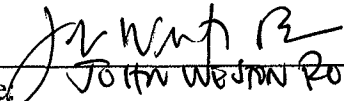
6. Miscellaneous. This Assignment (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment and Assumption Agreement as of the day and year first above written.

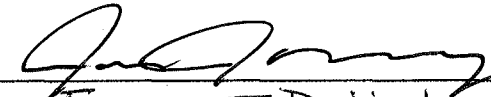
ASSIGNOR:

**Hara Software, Inc.**  
a Delaware corporation

By:   
Name: JOHN WESTON ROLS  
Its: CEO

ASSIGNEE:

**Verisae, Inc.**  
a Minnesota corporation

By:   
Name: Jerome J Dolinsky  
Its: CEO

SECTION 3.14

INTELLECTUAL PROPERTY

SCHEDULE 3.14(a)

Patents

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Docket Number	Status	App. No.	Patent No.	Title
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**REDACTED**

Trademarks

Title	Country	Official No.	Registration Date	Local Classes	Case Status
HARA	Australia	1333558	Apr-01-2010	09, 35, 42	Registered
HARA	China	7872382		35	Published
HARA	China	7872381		42	Published
HARA	China	7872383		09	Published
HARA	European Community	8718686	Jul-05-2010	09, 35, 42	Registered
HARA	United States of America	3861702	Oct-12-2010	35	Registered
HARA	United States of America	3923759	Feb-22-2011	42	Registered

Title	Country	Official No.	Registration Date	Local Classes	Case Status
HARA	United States of America	4179755	Jul-24-2012	09	Registered
HARA Logo	United States of America	3861703	Oct-12-2010	35	Registered
HARA Logo	United States of America	3923760	Feb-22-2011	42	Registered
HARA Logo	United States of America	4179756	Jul-24-2012	09	Registered
KNOW YOUR IMPACT. CHANGE THE WORLD.	United States of America	3851102	Sep-21-2010	35	Registered
KNOW YOUR IMPACT. CHANGE THE WORLD.	United States of America	3929252	Mar-08-2011	42	Registered

### Domain Names

Domain Name	Expiration Date
CLEANKIWI.COM	8/13/2013
HARAENERGY.BIZ	9/28/2013
HARASOLUTIONS.BIZ	9/28/2013
HARASYSTEMOFRECORD.BIZ	9/28/2013
HARAENERGY.COM	9/29/2013
HARAENERGY.INFO	9/29/2013
HARAENERGY.NET	9/29/2013
HARASOLUTIONS.NET	9/29/2013
HARASYSTEMOFRECORD.COM	9/29/2013
HARASYSTEMOFRECORD.INFO	9/29/2013
HARASYSTEMOFRECORD.NET	9/29/2013
ORGANIZATIONALMETABOLISM.COM	5/8/2014
HARACORP.COM	5/31/2014
HARASOFTWARE.BIZ	12/7/2014
HARADEMO.COM	12/8/2014
HARASOFTWARE.INFO	12/8/2014
HARASOFTWARE.COM	2/4/2015
HARASOFTWARE.NET	2/4/2015
HARADEV.COM	1/11/2016
HARASOLUTIONS.COM	7/31/2018
HARA.COM	12/21/2018

### SCHEDULE 3.14(d)

1. Company references the Third Party Repositories identified in its disclosure under Section 3.13 above.
2. Company hereby discloses the following agreements: