

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LightHaus Logic, Inc.		04/30/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Envysion Inc.		
Street Address:	400 Centennial Parkway		
Internal Address:	Suite 200		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	CORPORATION: DELAWARE		
Name:	Envysion Holdings, L.P.		
Street Address:	400 Centennial Parkway		
Internal Address:	Suite 200		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Limited Partnership: Delaware		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3852001	EQUINOX	
Serial Number:	78469450	LIGHTHAUS NETWORKS INC.	
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:	sarah@nodiplaw.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	1227 SPruce Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		

OP \$65.00 3852001

ATTORNEY DOCKET NUMBER:	3700.2013
NAME OF SUBMITTER:	Shane Percival
SIGNATURE:	/Shane Percival/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of April 30, 2015, is made between LightHaus Logic Inc., a corporation incorporated under the laws of Canada (the “Assignor”), Envysion, Inc., a Delaware corporation (the “Assignee”) and Envysion Holdings, L.P, a Delaware limited partnership (“Parent” and together with the Assignee, the “Assignees”).

RECITALS

A. The Assignor and the Assignees and Envysion Canada, Inc. have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell and the Assignees have agreed to purchase the Seller Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign and the Assignees have agreed to acquire the Seller Intellectual Property.

C. Pursuant to Section 2.2(c) of the Purchase Agreement, Parent has directed Seller to transfer, at Closing, Parent’s undivided interest in the Purchased Assets, including the Seller Intellectual Property, directly to Buyer on behalf of Parent.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor’s entire right, title and interest in and to all of the Seller Intellectual property owned by Assignor, including the Seller Intellectual Property set forth on **Exhibit A** hereto, and the registrations therefor, together with all rights to damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the Assignor associated with the Intellectual Property.

2. The rights, title and interest assigned under Section 1 above shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the Assignee and owner of the Seller Intellectual Property.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. This Assignment of Intellectual Property shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment of Intellectual Property will be governed by and construed in accordance with the domestic laws of the State of Delaware for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. This Assignment of Intellectual Property may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree and acknowledge that delivery of a signature by facsimile transmission or by e-mail in portable document format (.PDF) shall constitute execution by such signatory and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

LIGHTHAUS LOGIC INC.

By: 

Name: Ross Mitchell

Title: Chief Executive Officer

ENVYSION, INC.

By: _____

Name: W. Matthew Steinfort

Title: President & CEO

ENVYSION HOLDINGS, L.P.

By: Envysion Holdings GP, LLC

Its: General Partner

By: _____

Name: Andrew C. Dodson

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

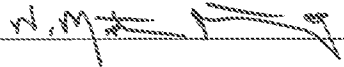
LIGHTHAUS LOGIC INC.

By: _____

Name: _____

Title: _____

ENVYSION, INC.

By:  _____

Name: W. Matthew Steinfort

Title: President & CEO

ENVYSION HOLDINGS, L.P.

By: Envysion Holdings GP, LLC

Its: General Partner

By: _____

Name: Andrew C. Dodson

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

LIGHTHAUS LOGIC INC.

By: _____

Name: _____

Title: _____

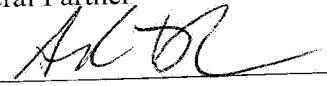
ENVYSION, INC.

By: _____

Name: W. Matthew Steinfort
Title: President & CEO

ENVYSION HOLDINGS, L.P.

By: Envysion Holdings GP, LLC
Its: General Partner

By:  _____

Name: Andrew C. Dodson
Title: Authorized Signatory

Exhibit A

SELLER INTELLECTUAL PROPERTY

1. The patents summarized in the attached patent summary.
1. The following registered trademarks:

Mark	Status	Registration Application#	Country
(i) EQUINOX	Registered	TMA766780	Canada
(ii) EQUINOX	Registered	3852001	US
 LIGHTHAUS	(iii) Registered	TMA640534	Canada
 LIGHTHAUS	(iv) Abandoned	78469450	US

2. The domain name: <http://www.lighthousevci.com/> and the intellectual property rights in and to the website hosted at such domain name.
3. The trade names "LightHaus", "LightHaus Logic" and "LightHaus Visual Customer Intelligence".
4. Copyright in the following software:
 - (a) SugarCRM – Opensource CRM system with modules developed by Seller to support operations with deployment tracking by store, appliance and camera. Additional modules developed to manage camera view audit requests and accuracy results.
 - (b) MrVideoExport – Video export management system that automates video exports and downloads from appliances. This system works with SugarCRM by turning Sugar audit requests into video export requests. The video export request information along with the video itself is most often used by the validators via the MrAudit tool. Seller developed this software.
 - (c) MrAudit – Application used by the validators to allow for higher speed video playback and recording of auditing results for later recording into SugarCRM. Seller developed this software.
 - (d) LhIExportUtility – Utility used to export traffic data from enterprise servers into csv files so the data can be analyzed in other external tools. This utility is used both internally as well by customers. Seller developed this software.
 - (e) Trungify – Quick access interface to common appliance and camera configuration pages. This software is used during checkouts with installers as

well as while doing analytics configuration and tuning. Seller developed this software.

Intellectual Property Licenses

(i) Outbound Licenses

Seller has granted the following Intellectual Property License to the following third parties:

Customer	# of Licenses Granted
Foot Locker and Affiliates	3119
National	9
Garbonzo	2
AutoZone Parts, Inc.	94
Envysion	3
Noodles	3
Reunify	8
Fox's	6
Dollar General	7
AAP	4

(ii) Inbound Licenses

1. Value-Added Reseller (VAR) Frame-Agreement dated January 15, 2014 between Cognitec Systems Corporation and Seller.
2. Value Added Reseller Agreement dated December 22, 2010 between Convergence Systems Ltd. and Seller.
3. Annual subscription with Jaspersoft which expires August 21, 2015, ref: PO # LPO140009.
4. MPEG-4 Visual Patent Portfolio License dated October 6, 2010 between MPEG LA, LLC and Seller.