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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manage Mobility, LLC		07/31/2015	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Peak-Ryzex, Inc.	
Street Address:	10330 Old Columbia Road, Suite 200	
City:	Columbia	
State/Country:	MARYLAND	
Postal Code:	21046	
Entity Type:	CORPORATION: ILLINOIS	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4531837	WIRELESS CAMPUS MANAGER SIMPLIFIED MAN
Registration Number:	4492706	WIRELESS CAMPUS MANAGER
Registration Number:	3895737	DIGITAL MEDIA MANAGER
Registration Number:	3919264	MANAGE MOBILITY
Registration Number:	3919265	COUNTY MANAGER
Registration Number:	3919266	STATE MANAGER
Registration Number:	3919267	UNIVERSITY MANAGER
Registration Number:	3919268	CASINO MANAGER
Registration Number:	3919269	HOSPITAL MANAGER
Registration Number:	3927139	ATM MANAGER

CORRESPONDENCE DATA

Fax Number: 3124253909

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: 3124258617

Email: chitm@nixonpeabody.com

Correspondent Name: Janet L. Miller/Nixon Peabody LLP **Address Line 1:** 300 S. Riverside Plaza, 16th Floor

Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK REEL: 005596 FRAME: 0779

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ATTORNEY DOCKET NUMBER:	269524-1
NAME OF SUBMITTER:	Janet L. Miller
SIGNATURE:	/Janet L. Miller/
DATE SIGNED:	08/10/2015
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made as of July 31, 2015, between Manage Mobility, LLC, a Georgia limited liability company (the "Parent"), ManagedTel, LLC, a Georgia limited liability company (the "Subsidiary", and, collectively with the Parent, the "Sellers"), and Peak-Ryzex, Inc., an Illinois corporation (the "Purchaser") pursuant to, and subject to the terms of, that certain Asset Purchase Agreement by and among Purchaser, Sellers and other parties named therein, of even date herewith (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to convey to Purchaser all of the Sellers' rights, title, and interests in and to all of the Sellers' Intellectual Property, including those listed on <u>Exhibit A</u> attached hereto;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Sellers do hereby absolutely, irrevocably and unconditionally sell, assign, convey, transfer and deliver to Purchaser, its successors and assigns, all of Sellers' right, title and interest in and to the Intellectual Property. This is a transfer and conveyance by Sellers to Purchaser of good and valid title to the Intellectual Property, free and clear of all Liens.
 - 2. The Purchaser does hereby accept the assignment set forth above.
- 3. This IP Assignment Agreement may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This IP Assignment Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.
- 4. Nothing in this IP Assignment Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Purchaser and the Sellers, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Purchaser and the Seller, their successors and assigns.
- 5. This IP Assignment Agreement shall be governed by the law of the same state as set forth in the Purchase Agreement. Venue for any litigation related hereto shall be proper in those jurisdictions where venue is proper pursuant to the Purchase Agreement.
- 6. Nothing in this IP Assignment Agreement supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of the Seller or the other parties contained in the Purchase Agreement. This IP Assignment Agreement shall be subject to the terms, conditions and covenants set forth in the Purchase Agreement and any

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conflict or inconsistency exists between this IP Assignment Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

MANAGE MOBILITY, LLC

Name: Michael McGuire
Its: Sole Manager

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MANAGEDTEL, LLC

Name: Michael McGuire

Its: President and Chief Executive Officer of Manage Mobility, LLC, its sole member

PEAK-RYZEX, INC.

By: ______Name: Ross Young

Title: CEO/President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

MANAGE MOBILITY, LLC

By:	
Name: Michael McGuire	
Its: Sole Manager	
MANAGEDTEL, LLC	
By:	
Name:	
Its:	

PEAK-RYZEX, INC.

Name: Ross Young
Title: CEO/President

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT AIntellectual Property

U.S. Registered Trademarks:

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner (current)
WIRELESS	App 85856248 Reg 4531837	App 21-FEB-2013 Reg 20-MAY-2014	U.S.	MANAGE MOBILITY, LLC
MANAGER STIERFORE MORNING STREET ON POWEY ON		!		
WIRELESS CAMPUS MANAGER	App 85845465 Reg 4492706	App 09-FEB-2013 Reg 04-MAR-2014	U.S.	MANAGE MOBILITY, LLC
DIGITAL MEDIA MANAGER	App 85041915 Reg 3895737	App 18-MAY-2010 Reg 21-DEC-2010	U.S.	MANAGE MOBILITY, LLC
MANAGE MOBILITY	App 85041810 Reg 3919264	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
COUNTY MANAGER	App 85041859 Reg 3919265	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
STATE MANAGER	App 85041864 Reg 3919266	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
UNIVERSITY MANAGER	App 85041877 Reg 3919267	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
CASINO MANAGER	App 85041907 Reg 3919268	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
HOSPITAL MANAGER	App 85041923 Reg 3919269	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	MANAGE MOBILITY, LLC
ATM MANAGER	App 85041888 Reg 3927139	App 18-MAY-2010 Reg 01-MAR-2011	· U.S.	MANAGE MOBILITY, LLC

Social Media:

Linkedin®	https://www.linkedin.com/company/manage-mobility
Facebook	https://www.facebook.com/pages/Manage-Mobility/221024377925577
Twitter	https://mobile.twitter.com/managemobility
Google+	https://plus.google.com/103410828570756116053/posts
Blog	http://www.managemobility.com/category/blog/
Pinterest	https://www.pinterest.com/ManageMobility/

Website Content:

www.managemobility.com www.wirelesscampusmanager.com

Software (owned and licensed):

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RECORDED: 08/10/2015