

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353766

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900335599		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Versare Solutions Incorporated		08/07/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Versare Solutions, LLC		
<b>Street Address:</b>	45 South 7th Street, Suite 2310		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3949898	VERSARE	
<b>Registration Number:</b>	3918300	THE ROOM DIVIDER 360	
<b>Registration Number:</b>	3918299	THE STRAIGHTWALL	
<b>Serial Number:</b>	77570577	PORTABLEPARTITIONS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<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>			
<b>Phone:</b>	612.977.8165		
<b>Email:</b>	ip@briggs.com		
<b>Correspondent Name:</b>	Briggs and Morgan, P.A.		
<b>Address Line 1:</b>	2200 IDS Center		
<b>Address Line 2:</b>	80 South 8th Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	41965.3		
<b>NAME OF SUBMITTER:</b>	Audrey J. Babcock		
<b>SIGNATURE:</b>	/Audrey J. Babcock/		
<b>DATE SIGNED:</b>	09/02/2015		

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is made by Versare Solutions Incorporated ("**Assignor**"), a Minnesota corporation having an address at 3236 California Street NE, Minneapolis, Minnesota 55418, in favor of Versare Solutions, LLC ("**Assignee**"), a Delaware limited liability company having an address at 45 South 7<sup>th</sup> Street, Suite 2310, Minneapolis, Minnesota 55402.

WHEREAS, Assignor is the owner of the Assigned Trademarks (as defined herein); and

WHEREAS, Assignee wishes to obtain, and Assignor wishes to assign, all of Assignor's right, title, and interest in and to the Assigned Trademarks and the goodwill associated with the Assigned Trademarks;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) the internet domain names set forth on Schedule 2 hereto;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name

registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

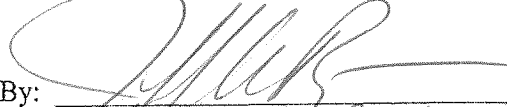
(a) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date written below.

Signed this 7 day of Aug, 2015.

VERSARE SOLUTIONS INCORPORATED

By:   
Name: Gregory W. Ryan  
Its: CEO

VERSARE SOLUTIONS, LLC

By: Versare Solutions Holding, LLC  
Its: Managing Member

By: \_\_\_\_\_  
Name: Brian Schneider  
Its: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date written below.

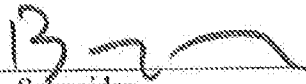
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

VERSARE SOLUTIONS INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

VERSARE SOLUTIONS, LLC

By: Versare Solutions Holding, LLC  
Its: Managing Member

By:  \_\_\_\_\_  
Name: Brian Schneider  
Its: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY OF APPLICATION OR REGISTRATION</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
VERSARE	United States	77/947,683	3,949,898	4/26/2011	Registered
THE ROOM DIVIDER 360	United States	77/947,693	3,918,300	2/8/2011	Registered
THE STRAIGHTWALL	United States	77/947,691	3,918,299	2/8/2011	Registered
PortablePartitions.com	United States	77/570,577	N/A	N/A	Abandoned
VERSARE PORTABLE PRODUCTS	N/A	N/A	N/A	N/A	No Application Filed

**SCHEDULE 2**  
**ASSIGNED DOMAIN NAMES**

REDACTED