

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354164

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900335248		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEATRICE COMPANIES INC		08/22/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Gamescape, LLC		
Street Address:	6843 W SURREY AVE		
City:	PEORIA		
State/Country:	ARIZONA		
Postal Code:	85381-5009		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85248920	ZYCLOPZ	
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>			
Phone:	6022252000		
Email:	eiss-bsi@beatriceco.com		
Correspondent Name:	BEATRICE COMPANIES INC		
Address Line 1:	PO BOX 7724		
Address Line 4:	PHOENIX, ARIZONA 85011-7724		
NAME OF SUBMITTER:	DEWITT P. HOOPES		
SIGNATURE:	/DEWITT P. HOOPES/		
DATE SIGNED:	09/07/2015		
Total Attachments: 2			
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source=85248920_convey#page1.tif			

Zyclopz Purchase Agreement Between Gamexcape and Beatrice Technologies



Beatrice Technologies, Inc.
Post Office Box 7724
Phoenix, Arizona 85011-7724
602 225 2000
www.beatriceco.com/bti

Outline

This document describes the agreement of purchase between Gamexcape, LLC (GXC) and Beatrice Technologies (BTI), aka (ZYCLOPZ), where GXC will be acquiring all assets of ZYCLOPZ including the trade name, logo, websites, and other assets owned by the company.

Terms

GXC agrees to pay an initial payment of \$500 with the remaining \$1500 paid over a 3 month period at \$500 per month. The payment schedule will be on the 1st day of each month:

- July 1, 2015 - \$500
- August 1, 2015 - \$500
- September 1, 2015 - \$500
- October 1, 2015 - \$500

ZYCLOPZ agrees to refer all customers to GXC for a period of no less than 12-months following the signing of this agreement. This clause shall be interpreted as an exclusivity clause. At no time during the initial 12-month period shall ZYCLOPZ refer any applicable business customer to a competitor.

GXC understands that in certain circumstances customers may not be happy with pricing and may go back to ZYCLOPZ for a second referral. ZYCLOPZ agrees that if a once-referred customer "bounces" back the customer may be referred to a competitor as long as written communication (email) is sent to GXC to indicate such and the reasoning behind the unhappy customer. GXC agrees to propose all hardware computer purchases be of equipment sold by Beatrice/ZYCLOPZ. This includes phone system, Lenovo ThinkServer (servers), Lenovo ThinkCentre (desktop), Lenovo ThinkPad (laptop), Lexmark Laser Printers, phones (Polycom and/or Grandstream, or any other agreed upon brand for FreePBX systems). ZYCLOPZ understands that GXC does not control customers final decisions and while attempts will be made, no guarantees can be provided by GXC as to the acceptance of such proposals. This clause is not intended to include minor accessories such as Ethernet cables, keyboards, mice, or any other computing component/accessories, but likely will be included on most proposals.

Cancellation of this agreement prior to 1 year will be acceptable as long as the entire agreement is nullified.

Both GXC and ZYCLOPZ agree to hold all business relations between each other and with customers with the utmost respect, ethics and morals. At no time shall either company speak ill or disrespect the other or any customers in a public forum.

ZYCLOPZ and GXC understand that "professionalism" means different things to ZYCLOPZ and GXC and both companies agree to allow the other to conduct their business as they deem appropriate. This also implies both companies are allowed to manage the hand-off as they see fit and appropriate.

ZYCLOPZ agrees to provide an appropriate "business hand-off" of existing customers to GXC. The hand-off signifies the division of services between ZYCLOPZ and GXC, and the customer should be aware that at that point any remaining owed balances should be paid directly to ZYCLOPZ, and future invoices (which will come directly from GXC) shall be paid directly to GXC. GXC will be responsible for customer interaction following the first formal meeting with the customer after the hand-off. This hand-off may be either in person or converses with the customer via phone or email.

The Official date of the hand-off of customers to GXC from ZYCLOPZ will occur on July 1, 2015.

Non-compete

BTI agrees to not pursue any IT, web design, web hosting or phone system install business while this agreement is in place and for a period of up to 24 months after this agreement is terminated. BTI also agrees to not poach, steal, or poached any GXC employee. The only exception to BTI continuing IT related work is continuing their sales, maintenance, and installation of IBM Power, IBM Storage and Lexmark technologies, which are aligned with the BTI business strategy to only focus on Enterprise and Public Services accounts for this technology. GXC also agrees to refer new IBM Power and IBM Storage prospects to BTI, and GXC and BTI may work closely on certain jobs relating to BTI Enterprise and Public Services accounts for IBM Power and IBM Storage systems.

Non-disclosure

BTI understands that certain GXC data or GXC Customer data is confidential and maybe bound by law. BTI also understands that it may have a need for some of this information in the normal course of business. It is important that any and all data be kept in confidence unless authorized by GXC. This includes legal requests by law enforcement.

IN WITNESS WHEREOF, the parties have executed this ZYCLOPZ DIVESTITURE AGREEMENT on the

8TH day of JUNE, 2015 at PHOENIX ARIZONA
City State

By: _____ By: _____
Gamexcape, LLC Beatrice Technologies, Inc.

Print Name: ROBERT P. CERRONE Print Name: DEWITT P. HOOPES

Notary: _____



Beatrice Companies, Inc.
Legal Department
Post Office Box 7724
Phoenix, Arizona 85011-7724
602 225 2000

22 August 2015

Gamescape, LLC
6834 W SURREY AVE
PEORIA AZ 85381-5009

This letter is to confirm that Beatrice Companies, Inc. is conveying our interest to Gamescape, LLC in the trademark listed below:

SERIAL NUMBER: 85248320
WORD MARK: ZYCLOPZ

Beatrice will convey the trademark and all rights thereof effective immediately.

Regards,

A handwritten signature in black ink, appearing to read 'DeWitt P. Hoopes', with a long horizontal line extending to the right.

DeWitt P. Hoopes
President