

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vastardis Capital Services Holdings LP		12/19/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	InvestCloud, Inc.		
Street Address:	8800 Wilshire Boulevard, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4254559	ENVISOR	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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:	(212) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	10/14/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "*Agreement*") is made this 19th day of December, 2014 (the "*Effective Date*"), by and among Vastardis Capital Services Holdings, L.P., a Delaware limited partnership, and Vastardis Capital Services G.P. LLC, a Delaware limited liability company, with a principal address of 41 Madison Avenue, 30th Floor, New York, NY 10010 (together, "*Assignors*"), and InvestCloud, Inc., a Delaware corporation, with a principal business address of 8800 Wilshire Boulevard, Suite 200, Beverly Hills, CA 90211 ("*Assignee*").

WHEREAS, Assignors are registered as owner of all right, title and interest in and to the trademarks listed in the attached Schedule A (collectively, the "*Trademark*");

WHEREAS, Assignee has acquired the Trademark, and Assignors wish to execute this assignment to register ownership of the Trademark by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged:

1. Assignors do hereby assign, sell and transfer unto Assignee all of their right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, the right to sue for past, present and future infringement thereof, any registrations therefor, and all benefit of the Trademark. Assignors do further consent to the recordation of this Assignment with the United States Patent and Trademark Office and any foreign trademark offices.

2. Assignors agree, at Assignee's sole expense, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the trademark in a form acceptable for recordation in the United States Patent and Trademark Office, or any foreign trademark office.

3. This Agreement shall be governed by and construed in accordance with the internal laws (and not the choice-of-law rules) of the State of California and in the event that any action is brought to enforce the provisions of this Agreement, the exclusive jurisdiction shall be in the federal or state courts located in the State of California and the venue of the same shall be in Los Angeles County, California. This Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party granting the waiver. This Agreement may be executed in several identical counterparts, each of which shall be deemed an

original, but all of which together shall constitute one instrument; in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

4. In the event of any conflict, inconsistency, discrepancy or other difference between this Agreement and that certain Asset Purchase Agreement, dated as of [_____], 2014 (the "APA"), by and among Assignee and the other parties thereto, the APA shall control with respect to the matter to which such conflict, inconsistency, discrepancy or other difference applies.

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ASSIGNORS

VASTARDIS CAPITAL SERVICES HOLDINGS, L.P.

By: VASTARDIS CAPITAL SERVICES G.P. LLC, its
general partner

By: William E. Vastardis

Name: WILLIAM E. VASTARDIS

Title: PRINCIPAL MEMBER

VASTARDIS CAPITAL SERVICES G.P. LLC

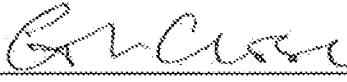
By: William E. Vastardis

Name: WILLIAM E. VASTARDIS

Title: PRINCIPAL MEMBER

The foregoing assignment by Vastardis Capital Services Holdings, L.P. and Vastardis Capital Services G.P. LLC is hereby accepted as of the date first written above.

InvestCloud, Inc.

By: 

Name: COLIN P. CLOSE

Title: PRESIDENT

SCHEDULE A

Mark	Registration Number	Registration Date
ENVISOR	United States Reg. No. 4254559	January 31, 2012