

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeoResults, Inc.		11/06/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	FlowShare, LLC		
Street Address:	129 East Broadway		
City:	Ashland		
State/Country:	MISSOURI		
Postal Code:	65010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4178422	GEORESULTS	
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:	3142419090		
Email:	kj@greensfelder.com		
Correspondent Name:	Karen M. Johnson		
Address Line 1:	10 S. Broadway, Suite 2000		
Address Line 2:	Greensfelder, Hemker & Gale, PC		
Address Line 4:	Saint Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Karen M. Johnson		
SIGNATURE:	/Karen M. Johnson/		
DATE SIGNED:	11/06/2015		
Total Attachments: 6			
source=IP Assignment - GeoResults#page1.tif			
source=IP Assignment - GeoResults#page2.tif			
source=IP Assignment - GeoResults#page3.tif			
source=IP Assignment - GeoResults#page4.tif			
source=IP Assignment - GeoResults#page5.tif			

CH \$40.00 4178422

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made as of November 6, 2015, by and between GeoResults, Inc., a Georgia corporation ("Assignor"), and FlowShare, LLC, a Delaware limited liability company ("Assignee" and together with Assignor, each a "Party" and collectively, the "Parties").

WHEREAS, Assignor, Assignee, Thomas E. Shields, and Dawn Shields entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, deliver, and convey to Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in, to and under certain assets, including all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, and Assignee has agreed to accept such sale, conveyance, transfer, assignment and delivery of any and all such Owned Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree that:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignor hereby sells, assigns transfers, delivers, and conveys (the "Assignment") to Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, (a) all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, including, but not limited to, the Owned Intellectual Property set forth on **Exhibit A** to this Assignment Agreement (which is incorporated in its entirety herein by this reference), and any goodwill associated therewith, and (b) all of Assignor's right, title and interest in, to and under any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Owned Intellectual Property, causes of action and rights of recovery for past, present and future infringement, dilution, misappropriation, misuse or other violation of any of the foregoing, and Assignee hereby accepts such sale, conveyance, transfer, assignment and delivery from Assignor. The Parties hereby acknowledge and agree that this Assignment Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, without limitation, the covenants and indemnities set forth therein), all of which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement

3. Recordation and Further Actions.

(a) Assignor hereby authorizes the respective Commissioners for Patents and Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions, to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Owned Intellectual Property to Assignee or any successor thereto.

(b) In furtherance of the foregoing, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in Assignor's place, stead and on behalf of Assignor, from time to time in Assignee's sole discretion, to modify **Exhibit A** attached hereto by deletion or clarification without the necessity of Assignor's signature, and to file any photographic, or other reproduction of the amended Intellectual Property Assignment for recordation in the United States Patent and Trademark Office.

4. No Additional Remedies. Nothing in this Assignment Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this Assignment Agreement or any terms, covenants, or conditions hereof, and all the terms, covenants and conditions, promises, and agreements contained in this Assignment Agreement shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Assignment Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery of the Assignment Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents.

6. Amendments; Waiver. This Assignment Agreement may be modified, amended, or cancelled only by a written instrument signed by Assignee and Assignor. No waiver of any of the provisions of this Assignment Agreement will be deemed to or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Any waiver must be in writing and signed by the Party entitled to performance. No waiver of any Breach or default hereunder will be effective unless set forth in writing and executed by the Party granting such waiver, and any such waiver will operate only as a waiver of the particular Breach or default specified in such written waiver and will not be effective as a waiver of any other subsequent Breach or default.

7. Severability. The provisions of this Assignment Agreement will, where possible, be interpreted so as to sustain their legality and enforceability, and for that purpose the provisions of this Assignment Agreement will be read as if they cover only the specific situation to which they are being applied. The invalidity or unenforceability of any provision of this Assignment Agreement in a specific situation will not affect the validity or enforceability of that provision in other situations or of other provisions of this Assignment Agreement.

8. Governing Law. This Assignment Agreement and any matters arising from and/or relating thereto shall be governed by and construed and interpreted in accordance with the laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNOR:

GEORESULTS, INC.,
a Georgia corporation

By: 
Name: Thomas E. Shields
Title: President/CEO

ASSIGNEE:

FLOWSHARE, LLC,
a Delaware limited liability company

By: FLOWSHARE HOLDING COMPANY,
LLC, its sole Manager

By: _____
Name: Eric Fogle
Title: Manager

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNOR:

GEORESULTS, INC.,
a Georgia corporation

By: _____
Name: Thomas E. Shields
Title: President/CEO

ASSIGNEE:

FLOWSHARE, LLC,
a Delaware limited liability company

By: FLOWSHARE HOLDING COMPANY,
LLC, its sole Manager


By:  _____
Name: Eric Fogle
Title: Manager

EXHIBIT A

OWNED INTELLECTUAL PROPERTY

U.S. Trademark Registration:

1. Mark:

The logo for GeoResults features the word "Geo" in a bold, serif font, enclosed within a dark, textured rectangular box. To the right of this box, the word "Results" is written in a larger, bold, serif font.

Reg. No. 4,178,422

Reg. Date: July 24, 2012