

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364434

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900342863 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jornata LLC | | 02/02/2015 | LIMITED LIABILITY COMPANY: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | BlueMetal Architects, Inc. | | |
| Street Address: | 44 Pleasant Street, Suite 200 | | |
| City: | Watertown | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02472 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3856225 | JORNATA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7816225933 | | |
| <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: | 1 781 622 5930 | | |
| Email: | trademark@mbbp.com | | |
| Correspondent Name: | Thomas F. Dunn | | |
| Address Line 1: | 230 Third Avenue, 4th Floor | | |
| Address Line 2: | Morse, Barnes-Brown & Pendleton, P.C | | |
| Address Line 4: | Waltham, MASSACHUSETTS 02451 | | |
| ATTORNEY DOCKET NUMBER: | BLUE METAL / JORNATA | | |
| NAME OF SUBMITTER: | Thomas F. Dunn | | |
| SIGNATURE: | /Thomas F. Dunn/ | | |
| DATE SIGNED: | 12/03/2015 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated February 2, 2015 is entered into between Scott Jamison ("Assignee") and BlueMetal Architects, Inc., a Delaware corporation ("Assignor").

WHEREAS, pursuant to an Agreement and Plan of Reorganization and Merger dated as of September 4, 2014 (the "Merger Agreement"), Assignor acquired all of the outstanding equity securities of Jornata, LLC, a Massachusetts limited liability company ("JLLC"), and Jornata Technologies, Inc., a Massachusetts corporation ("JTI" and together with JLLC, the "Jornata Companies").

WHEREAS, Assignor wishes to transfer and assign to Assignee certain intellectual property owned by the Jornata Companies.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

TRADEMARKS

1. Assignment. Assignor hereby sells, conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all liens, Assignor's entire right, title and interest in and to all trademarks and trade names listed on Exhibit A hereto, whether registered or not, in each case wherever such rights exist throughout the world (the "Trademarks"), together with (a) all of Assignor's rights to sue for and collect damages and other recoveries for past infringement of the Trademarks and (b) all authorizations of (and pending applications therefore) governmental entities (i.e., any federal, state, local, municipal, foreign, or other government, including any office or representative thereof) including permits, licenses, certificates, consents, variances, and approvals, that relate primarily to the Trademarks.

GENERAL

2. Entire Agreement. This Assignment contains the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of intellectual property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

3. Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

5. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

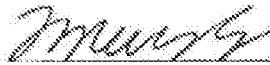
7. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Assignment to be duly executed on the date first above written.


ASSIGNOR:

BLUOMETAL ARCHITECTS, INC.

By: 
Name: Frank Murphy
Title: Chief Operating Officer

Agreed to and accepted:

ASSIGNEE:



Scott B. Jamison

EXHIBIT A
TRADEMARKS

I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS:

See Attached.

II. COMMON LAW TRADEMARKS AND TRADE NAMES: