

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Library Associates, Inc.		12/16/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Library Associates, LLC		
<b>Street Address:</b>	10390 Santa Monica Blvd., Suite 230		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3907570	LAC GROUP	
<b>Registration Number:</b>	4439514	LAC RAPID RESEARCH SOLUTIONS R2S	
<b>Registration Number:</b>	4615471	LIBRARY AS A SERVICE	
<b>Serial Number:</b>	86259924	PRO-TEK AN LAC GROUP COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	214338-00220		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	12/17/2015		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (“Assignment”), dated as of December 16, 2015 (the “Effective Date”), is made by and between Library Associates, Inc., a California corporation (“Assignor”), and Library Associates, LLC, a Delaware limited liability company (“Assignee”). Each of the foregoing parties may also be referred to herein as a “Party” and collectively, the “Parties.”

**WHEREAS**, the Parties entered into that Assignment and Assumption Agreement, dated as of the date hereof, pursuant to which Assignor transferred to Assignee certain Acquired Assets (as defined therein) and Assignee assumed from Assignor certain Assumed Liabilities (as defined therein) of Assignor; and

**WHEREAS**, in connection with the Assignment and Assumption Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor’s right, title and interest in, to and under: (i) all copyrights, copyrightable works and other works of authorship, whether or not registered, including, but not limited to, common law rights (collectively, the “Copyrights”); (ii) all trademarks, service marks, certification marks, trade dress, logos, trade names, slogans and corporate names, and all other indicia of origin, whether or not registered, including, but not limited to, common law rights, and including, but not limited to, the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated with any of the foregoing (collectively, the “Marks”); (iii) all patents and applications therefor, together with all reissues, continuations, continuations-in-part, revisions, extensions, divisionals and reexaminations thereof (collectively, the “Patents”), (iv) all domain names and URLs, including, but not limited to, the domain names set forth on Schedule B attached hereto (collectively, the “Domain Names”), and (v) all other intellectual or proprietary rights, including all trade secrets, confidential information, know-how, processes, methods, algorithms, techniques, inventions, technology, discoveries, databases, and customer or supplier lists, and including, for clarity, any of the foregoing rights in software (the “Other Intellectual Property Rights”).

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns, transfers, conveys and relinquishes to Assignee, its successors, assigns and legal representatives, effective as of the Effective Date, and Assignee hereby assumes all of the Assignor’s right, title and interest in, to and under:

- (a) the Copyrights;
- (b) the Marks;
- (c) the Patents;

- (d) the Domain Names;
- (e) the Other Intellectual Property Rights; and
- (f) in the case of each of the foregoing, any applications and any renewals or extensions thereof, as applicable, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for present or future infringement, dilution or misappropriation, as applicable, of the Copyrights, Marks, Patents, Domain Names or Other Intellectual Property, or other violation or unauthorized use of the Copyrights, Marks, Patents, Domain Names or Other Intellectual Property, with the right to sue for, and collect the same for Assignor's own use and enjoyment and for the use and enjoyment of Assignor's successors, assigns or other legal representatives.

2. Recording. Assignor and Assignee hereby authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks, as applicable, as well as their corresponding entities or agencies in any applicable foreign countries, to record Assignee as assignee and owner of the Copyrights, Marks and Patents, respectively.

3. Further Assurances. Assignor shall take all further actions, and provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopier or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

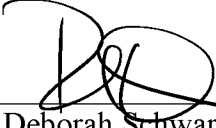
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause application of the law of any jurisdiction other than the State of New York.

6. Severability. Each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Assignment shall remain in full force and effect.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives as of the Effective Date.

**ASSIGNOR:**

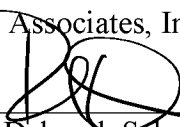
Library Associates, Inc.

By:   
Name: Deborah Schwarz  
Title: Chief Executive Officer

**ASSIGNEE:**

Library Associates, LLC

By: Library Associates, Inc., Member

By:   
Name: Deborah Schwarz  
Title: Chief Executive Officer

By: Chase Cost Management, Inc., Member

By:   
Name: Deborah Schwarz  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment]*

**SCHEDULE A**  
**TRADEMARKS**

Trademark Registrations

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
LAC GROUP	3,907,570	January 18, 2011	USPTO
LAC RAPID RESEARCH SOLUTIONS R2S	4,439,514	November 26, 2013	USPTO
LIBRARY AS A SERVICE	4,615,471	September 30, 2014	USPTO

Trademark Applications

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
PRO-TEK AN LAC GROUP COMPANY	86259924	April 23, 2014	USPTO

**SCHEDULE B**

**DOMAIN NAMES**

lac-legal.com  
laclegal.com  
ssapeople.com  
alpha8a.com  
fedstars8a.com  
pro-tekvaults.com  
libgig.com  
lac-group.co.uk  
lac-federal.com  
lacfederal.com  
ccmchase.com  
protekvaults.com  
lac-group.biz  
lac-group.co  
lac-group.us  
lac-group.info  
lac-group.mobi  
lac-group.net  
libraryassociates.com  
lac-group.com  
federalstars.com  
fedyz.com  
stars8a.com