OP \$40.00 86119039

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM369854

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|----------------------|
| Crystal Solutions, Inc. | | 09/21/2015 | CORPORATION: ARIZONA |

RECEIVING PARTY DATA

| Name: | OneSource Virtual, Inc. | |
|-----------------|----------------------------------|--|
| Street Address: | 5601 N. McArthur Blvd; Suite 100 | |
| City: | Irving | |
| State/Country: | TEXAS | |
| Postal Code: | 75038 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 86119039 | TAXEX |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 703-525-8009

Email: uspto@tm4smallbiz.com

Correspondent Name: Erik M. Pelton
Address Line 1: PO Box 100637

Address Line 4: Arlington, VIRGINIA 22210

| NAME OF SUBMITTER: | Erik M. Pelton |
|--------------------|----------------|
| SIGNATURE: | /ErikMPelton/ |
| DATE SIGNED: | 01/20/2016 |

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 21, 2015, is made by Crystal Solutions, Inc., an Arizona corporation ("Seller"), and OneSource Virtual, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of September 21, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Crystal Solutions, Inc.

By: Najeeb A. Khan By: Najeeo A. Khan (Sep 21, 2015)

Name: Najeeb A. Khan

Title: President
Address for Notices:

SCHEDULE 1 TO CRYSTAL SOLUTIONS, INC. ("SELLER") AND

ONESOURCE VIRTUAL, INC. ("BUYER") INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT DATED SEPTEMBER 21, 2015

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2 TO CRYSTAL SOLUTIONS, INC. ("SELLER") AND

ONESOURCE VIRTUAL, INC. ("BUYER") INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT DATED SEPTEMBER 21, 2015

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

"TaxEx" United States Trademark (see attached): This Trademark Application Serial No. 86/119,039 was filed on November 14, 2013. The mark was published for opposition on October 21, 2014. A notice of allowance was mailed on December 16, 2014 and the statement of use was due on June 16, 2015. A first extension was filed and the statement of use is now due on December 16, 2015. Thus, the application is allowed but not registered because the statement of use has not been filed.

"TaxEx" Canadian Trademark (see attached): Filed May 7, 2014.

SCHEDULE 3 TO CRYSTAL SOLUTIONS, INC. ("SELLER") AND

ONESOURCE VIRTUAL, INC. ("BUYER") INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT DATED SEPTEMBER 21, 2015

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

TRADEMARK REEL: 005712 FRAME: 0777

RECORDED: 01/20/2016