

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTDIGITAL HOLDINGS, INC.		01/25/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIVIQ SMARTSCAPES, LLC		
Street Address:	440 Fortune Blvd		
City:	Milford		
State/Country:	MASSACHUSETTS		
Postal Code:	01757		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4601975	ELEVATE DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	6175701000		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	132533/247722		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	01/27/2016		
Total Attachments: 3			
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OP \$40.00 4601975

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 25th day of January, 2016, by and between smartDIGITAL HOLDINGS, INC., an Illinois corporation ("Assignor"), and Civiq Smartscares, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the service mark ELEVATE DIGITAL, registered with the United States Patent & Trademark Office on September 9, 2014, with a registration number of 4,601,975 (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets used in or related to the Business (as defined in the Purchase Agreement), including the Mark and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor shall make no further use of the Mark for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Mark after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

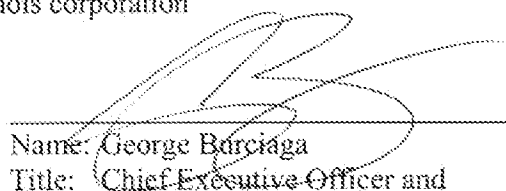
* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

SMARTDIGITAL HOLDINGS, INC.,
an Illinois corporation

By: _____


Name: George Barciaga
Title: Chief Executive Officer and
President

ASSIGNEE:

CIVIQ SMARTSCAPES, LLC,
a Delaware limited liability company

By: _____

Name: G. Lawrence Bero
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.


ASSIGNOR:

SMARTDIGITAL HOLDINGS, INC.,
an Illinois corporation

By: _____
Name: George Burciaga
Title: Chief Executive Officer and
President

ASSIGNEE:

CIVIQ SMARTSCAPES, LLC,
a Delaware limited liability company

By:  _____
Name: G. Lawrence Bero
Title: Manager