

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VizuAll Inc.		10/02/2015	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Net Insight AB
Street Address:	PO Box 42093
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	126 14
Entity Type:	Corporation: SWEDEN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2185899	SCHEDUALL
Registration Number:	3844149	SCHEDULINK
Registration Number:	4134421	AVVA
Registration Number:	4118955	WEAVE

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: 954 334 546
Email: jmiller@scheduall.com
Correspondent Name: ScheduALL
Address Line 1: 200 So Park Rd., Suite 250
Address Line 2: Janet Miller
Address Line 4: Hollywood, FLORIDA 33021

DOMESTIC REPRESENTATIVE

Name: ScheduALL
Address Line 1: 200 So Park Rd., Suite 250
Address Line 2: Janet Miller

OP \$115.00 2185899

Address Line 4: Hollywood, FLORIDA 33021	
NAME OF SUBMITTER:	Brian Nelson
SIGNATURE:	/Brian Nelson/
DATE SIGNED:	04/21/2016
Total Attachments: 3 source=IPR Transfer agreement_VA Inc_NIAB#page1.tif source=IPR Transfer agreement_VA Inc_NIAB#page2.tif source=IPR Transfer agreement_VA Inc_NIAB#page3.tif	

TRANSFER, CONVEYANCE AND ASSIGNMENT AGREEMENT

TRANSFER, CONVEYANCE AND ASSIGNMENT AGREEMENT (the "Assignment Agreement"), dated as of the 2nd day of October, 2015, entered into between **VIZUALL, INC.** d/b/a **SCHEDUALL**, a corporation organized under the laws of Florida ("ScheduALL"), and **NET INSIGHT AB**, a corporation organized under the laws of Sweden ("NIAB"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Stock Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, ScheduALL and NIAB entered into that certain Stock Purchase Agreement, dated as of September 2, 2015 (the "Stock Purchase Agreement"), pursuant to which, among other things, NIAB acquired all of the Company Securities of ScheduALL; and

WHEREAS, in connection with ScheduALL's issuance of a dividend to NIAB of even date herewith it is the desire of ScheduALL and NIAB to memorialize the transfer and assignment from ScheduALL to NIAB of all of ScheduALL's Software and Intellectual Property related thereto and therein, including, without limitation, as further described in Schedule A attached hereto (the "Transferred Assets");

WHEREAS, the parties have received an independent third party written valuation of the Transferred Assets, which establishes the fair value of the Transferred Assets.

NOW, THEREFORE, for good and valuable consideration, and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, effective as of the date first set forth above, ScheduALL hereby covenants, agrees, sells, conveys, assigns, transfers and delivers to NIAB, which NIAB hereby accepts, all of ScheduALL's right, title, interest and benefit in and to the Transferred Assets.

TO HAVE AND TO HOLD, all and singular, for its own use forever, the Transferred Assets hereby sold, assigned, transferred, conveyed and delivered, or intended so to be, unto NIAB, its successors and assigns forever.

NIAB hereby undertakes, assumes and agrees to perform, pay and discharge when due all liabilities and obligations accruing and required to be performed on or after the date hereof with respect to the Transferred Assets.


ScheduALL agrees to indemnify, defend and save harmless NIAB, its agents, servants, employees, assigns, officers and directors from and against all loss and liability for any special; direct; indirect; incidental; product liability; patent, copyright or trademark infringement; personal injury (including death) or damage to property; or consequential damages arising out of, or as a result of the sale or delivery of Transferred Assets hereunder to the extent arising on or prior to the date of transfer. NIAB agrees to indemnify, defend and save harmless ScheduALL, its agents, servants, employees, assigns, officers and directors from and against all loss and liability for any special; direct; indirect; incidental; product liability; patent, copyright or trademark infringement; personal injury (including death) or damage to property; or consequential damages arising out of, or as a result of the sale or delivery of Transferred Assets hereunder to the extent arising after the date of transfer.

Nothing in this Assignment Agreement is intended to supersede, limit or qualify the obligations of ScheduALL and the Sellers in the Stock Purchase Agreement, including, without limitation, Section 3.15 (Intellectual Property) and Article 11 (Indemnification), which provisions shall continue to apply in full force and effect. Each party hereby agrees on demand to make, execute, acknowledge and deliver any and all further documents and instruments, and to do and cause to be done all such further acts, reasonably requested by the other party to evidence and/or in any manner to perfect the transfer and assignment to NIAB of the Transferred Assets contemplated hereby.

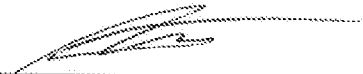
This Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of ScheduALL and NIAB. This Assignment Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed and delivered effective as of the date first written above.

NET INSIGHT AB

By: 
Name: Frank Dominguez
Title: CEO

VIZUALL, INC., D/B/A SCHEDUALL

By: 
Name: Ralph Quintero
Title: President

SCHEDULE A

SOFTWARE PRODUCTS AND RELATED DOCUMENTATION

ScheduALL Software versions 4 and 5, and all extensions thereof

TRADEMARKS & TRADE NAMES; USPTO REGISTRATIONS

VIZUALL

SCHEDUALL, including Reg. No. 2185899

SCHEDULINK, including Reg. No. 384419

AVVA, including Reg. No. 853774

WEAVE, including Reg. No. 4118955

COPYRIGHTS; US COPYRIGHT REGISTRATIONS AND APPLICATIONS

ScheduALL Software versions 4 and 5, and all extensions thereof

Case 1-2598487631, ScheduALL for Windows v. 5.12

Reg. No. TX0007532662

Reg. No. TX0004312588

Reg. No. TX0002902696

DOMAIN NAMES