

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CloudFuel Dispatch, LLC		04/26/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FireStream Worldwide, Inc.		
Street Address:	8336 Edison Ave.		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63005		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4377958	CLOUDFUEL DISPATCH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kj@greensfelder.com		
Correspondent Name:	Karen M. Johnson		
Address Line 1:	10 S. Broadway, Suite 2000		
Address Line 2:	Greensfelder, Hemker & Gale, PC		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Karen M. Johnson		
SIGNATURE:	/Karen M. Johnson/		
DATE SIGNED:	04/27/2016		
Total Attachments: 7			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: CLOUDFUEL DISPATCH, LLC

ASSIGNEE: FIRESTREAM WORLDWIDE, INC.

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) dated as of April 26, 2016, is made by CloudFuel Dispatch LLC, a North Carolina limited liability company, on behalf of itself, its affiliates and/or related entities, with an office located at 12245 Nations Ford Road, Suite 402, Charlotte, NC 28134 (“Assignor”), in favor of FireStream WorldWide, Inc., a Missouri corporation, with an office located at 8336 Edison Ave, Chesterfield, MO 63005 (“Assignee”), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of even date herewith (the “Purchase Agreement”).

W I T N E S S E T H:

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE,

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following technology, know-how and other intellectual property associated with, embodied in and/or related to the CloudFuel Dispatch software program and services (the “Purchased Assets,” and together with the following intellectual property associated therewith, collectively, the “Assigned Intellectual Property”):

(a) the software set forth on Exhibit A to this Intellectual Property Assignment (the “Software”), including all the elements of composition contained in the Software; (iv) any previous versions, editions, enhancements, alterations or modifications thereto or derivations thereof, in any form or medium; (v) all graphics, images, logos, designs, passwords, algorithms, formulae, source codes and other material appearing thereon or pertaining to and/or created or developed in connection therewith; (vi) all media containing copies of any portion thereof; (vii) all instructional materials in any form or medium; and for purposes of the source code; (viii) any system documentation, statements of principles of operation, schematics, in each case as necessary or useful for the effective understanding and use of the source code, and all other information necessary or useful in decoding any lock or disabling device in the Software;

(b) all the trade secrets, know-how, inventions, methods, data, research, analyses, drawings, models, designs, concepts, ideas, discoveries, confidential and proprietary information, methods, and work-product conceived, created or developed, and all enhancements, alterations, or modifications thereto or derivations thereof, in any form or medium, whether or not eligible for or covered by patent, copyright, trademark or trade secret protection;

(c) any patents and patent applications (whether active, expired and/or abandoned), including without limitation, all of their related families (including all counterpart patents and applications) and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications,

priority applications and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing to the extent owned by Assignors or of its affiliates or related parties;

(d) all foreign patents, patent applications and counterparts related to any item in the foregoing clause (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and all other governmental grants or statutory invention registrations;

(e) all inventions, invention disclosures, and discoveries contained in the Purchased Assets and/or contained in any Software;

(f) all of the trademarks, service marks, certification marks, logos, trade dress, trade names, brand names, corporate names, domain names, social media accounts, and other indicia of commercial source of origin (whether registered, common law, statutory or otherwise), including, without limitation those set forth on Schedule B to this Intellectual Property Assignment; all registrations and applications to register the foregoing, if any (including any intent-to use trademark applications), and all goodwill connected with the use thereof or symbolized thereby;

(g) all intellectual property rights embodied in or related to the Assigned Intellectual Property, including, without limitation, all the copyrights embodied therein including all exclusive rights and moral rights thereto, and any renewals and extensions thereof;

(h) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, trademarks, service marks, copyrights or other governmental grants or statutory invention registrations of any type related to any item in the foregoing clauses (a) through (f);

(i) except as otherwise provided in the Purchase Agreement, 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

(j) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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, 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. Assignor hereby authorizes the Commissioner in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property to Assignee or any successor thereto, so long as such steps and actions are in accord with the terms and provisions of the Purchase Agreement.

3. Terms of the Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery of the Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents

It is hereby respectfully acknowledged that this Intellectual Property Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Transferred Patents.

* * * *

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

CLOUDFUEL DISPATCH LLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

FIRESTREAM WORLDWIDE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

CLOUDFUEL DISPATCH LLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

FIRESTREAM WORLDWIDE, INC.

By:  _____

Name: J. GLENN TURNER

Title: PRESIDENT & CEO

**SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

Software

1. Version 4.x of the CloudFuel system
2. Version 5.x of the CloudFuel system

**SCHEDULE B
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

Registered Trademarks

1. CLOUDFUEL DISPATCH
Registration No. 4377958
Registration Date: 7/30/2013

Domain Names

1. www.cloudfueldispatch.com

Social Media Accounts

1. Facebook: Facebook.com/cloudfuelsocial
2. Twitter: @fueldispatch and @cloudfuelsocial
3. LinkedIn: linkedin.com/company/cloudfuel-dispatch-llc