

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEKSERVE CORPORATION		10/06/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	T2 COMPUTING INC.		
Street Address:	119 W. 23rd Street		
Internal Address:	Suite 206		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2060436	TEKSERVE	
Registration Number:	3165279	ITOPIA	
Registration Number:	3271258	TEKSERVE	
Registration Number:	3550140		
Registration Number:	3560225	T	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	gsnyder@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	084010.00002		
NAME OF SUBMITTER:	George L. Snyder, Jr.		
SIGNATURE:	/george l snyder jr/		
DATE SIGNED:	10/07/2016		

OP \$140.00 2060436

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, on this 6th day of October, 2016 (the “Effective Date”), **TEKSERVE CORPORATION**, a New York corporation with its principal place of business at 119 W. 23rd Street, Suite 206, New York, New York 10011 (“the Assignor”), is the sole and exclusive owner of the trademarks and/or service marks listed in Exhibit A attached hereto and made a part hereof (collectively referred to herein as “the Marks”) and of U.S. registrations of the Marks, including those registrations listed in Exhibit A, and all goodwill of the business symbolized by and associated with the Marks (all of the above collectively referred to herein as “the Trademark Property”); and

WHEREAS, **T2 COMPUTING INC.**, a New York corporation with its principal place of business at 119 W. 23rd Street, Suite 206, New York, New York 10011 (“the Assignee”), is desirous of acquiring all right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of a sum of money paid or to be paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys, sets over, and delivers to Assignee all of Assignor’s right, title and interest in and to the Trademark Property and merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in and to any and all registrations and applications for registration relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, together with all registration or common law rights, and rights under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely to the same extent as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with the goodwill of the business symbolized by and associated with the Marks, and any and all claims for damages or injunctive relief by reason of infringements or dilutions of such Trademark Property or any other common law right thereof, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives.

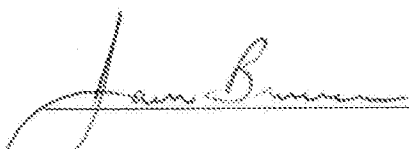
AND Assignor hereby covenants that Assignor is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

AND Assignor agrees that upon request by Assignee, or its successors, assigns or other legal representatives, Assignor or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for perfecting, securing and completing this assignment at the Assignee’s expense and request, as well as provide such other material, information, or assistance as Assignee or its successors, assigns or other legal representatives may consider necessary.

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute and deliver this Trademark Assignment as of the Effective Date set forth above.

TEKSERVE CORPORATION

By: _____


Name: James Brennan
Title: Chief Financial Officer

T2 COMPUTING INC.

By: _____

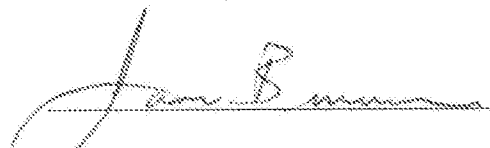



Name: James Brennan
Title: Chief Financial Officer

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>U.S. Reg. No.</i>	<i>Reg. Date</i>
TEKSERVE	2,060,436	13-May-1997
ITOPIA	3,165,279	31-Oct-2006
TEKSERVE	3,271,258	31-Jul-2007
	3,550,140	23-Dec-2008
	3,560,225	13-Jan-2009