

TRADEMARK ASSIGNMENT

THIS IS A TRADEMARK ASSIGNMENT (this "Assignment"), dated and effective as of October 27, 2016 (the "Effective Date"), by and between **XTIUM, INC.**, a Delaware corporation (the "Assignor"), and **EVOLVEIP, LLC**, a Delaware limited liability company (the "Assignee"). Each of the Assignor and the Assignee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 18, 2016 (the "Purchase Agreement"), under which certain Intellectual Property owned by the Assignor and used in the Acquired Business (as defined in the Purchase Agreement) shall be sold, assigned and transferred to the Assignee at Closing (as defined in the Purchase Agreement); and

WHEREAS, the Parties wish to formally confirm through this Assignment the sale, assignment and transfer of such Intellectual Property as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor agrees as follows:

1. Assignment. Effective as of the Effective Date, the Assignor hereby irrevocably sells, assigns, transfers and conveys unto the Assignee any and all right, title and interest in the following that are owned by the Assignor:

(a) all trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, including the U.S. and foreign registrations and U.S. and foreign applications therefor, and the goodwill associated therewith, that are used in the Acquired Business, including the marks and registrations listed on Schedule A attached hereto (hereinafter, the "Marks");

(b) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks from and after the Effective Date; and

(c) all claims or causes of action the Assignor has or may have in connection with the Marks, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Marks;

all the foregoing to be held and enjoyed by the Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by the Assignor had this Assignment not been made.

2. Further Assurances. The Assignor covenants and agrees that it shall, at the reasonable request of the Assignee or its legal counsel, execute, acknowledge and deliver all such further documents assignments, transfers and powers of attorney and perform or provide all such further acts, deeds and assurances as may be required to carry out the intent and purpose of this Assignment and to transfer and vest title to and in its Marks to the Assignee; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that 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. Binding Agreement. This Assignment shall be binding upon and shall inure to the benefit of the Assignor and the Assignee and their respective successors and assigns, and all others acting by, through, with or under the Assignor's direction and all those in privity therewith.

5. Counterparts: Electronic Execution. This Assignment may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties may execute and deliver this Assignment by facsimile, email .pdf or similar electronic transmission device under which the signature of or on behalf of such Party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

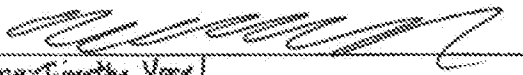
6. Entire Agreement. This Assignment, together with any documents entered into in connection herewith, constitute the entire agreement, and supersedes all prior or contemporaneous discussions, negotiations, agreements and understandings (both written and oral), between the Parties with respect to the subject matter hereof. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

XTIUM, INC.

By: 
Name: Timothy Vogel
Title: CEO

ASSIGNEE:

EVOLVEIP, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

XTIUM, INC.

By: _____
Name:
Title:

ASSIGNEE:

EVOLVEIP, LLC

By: _____
Name: THOMAS GRAYSON
Title: CHAIRMAN, CEO & CO-FOUNDER

SCHEDULE A

Marks

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------------|--------------------------|--------------------------------|---------------------------------|
| XTIUM XTIUM | 85966409 | 4475012 | January 28, 2014 |
| CLOUD IQ CLOUD IQ | 85679928 | 4393752 | August 27, 2013 |