

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEANSTALK DATA, LLC		02/08/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	HEARTLAND COMMERCE, INC.		
Street Address:	10 Glenlake Parkway, North Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4224410	BEANSTALK DATA	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<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:	4157735700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	21560-2		
NAME OF SUBMITTER:	Eileen Z. Aghnami		
SIGNATURE:	/Eileen Z. Aghnami/		
DATE SIGNED:	12/01/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is entered into on February 8, 2016 (the "*Effective Date*"), by and between Heartland Commerce, Inc., a Delaware corporation ("*Buyer*"), and Beanstalk Data, LLC, a North Carolina limited liability company ("*Seller*"). Each capitalized term used without definition in this Assignment shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement, dated January 5, 2016 (together with all schedules and exhibits thereto, the "*Purchase Agreement*"), by and among Buyer, Seller, Boingo Graphics, Inc., a North Carolina corporation, Christopher Siefken.

WHEREAS, Seller and Buyer are parties to the Purchase Agreement, pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver, or cause to be sold transferred, conveyed, assigned and delivered to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the Purchase Agreement, and other good and valuable consideration, Seller and Buyer agree as follows:

1. Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the Intellectual Property Rights, Intellectual Property and the Registered IP set forth on Section 2(m)(i) of the Disclosure Schedule of the Purchase Agreement, including, without limitation all registered patents (the "*Registered Patents*") and registered copyrights (the "*Registered Copyrights*") set forth on Section 2(m)(i) of the Disclosure Schedule of the Purchase Agreement, which relevant portion of Section 2(m)(i) of the Disclosure Schedule is attached hereto, including all of Seller's rights therein in the United States and other nations as provided by treaty or convention, and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of the Intellectual Property Rights, Intellectual Property, and the Registered IP, including, without limitation, the Registered Patents and the Registered Copyrights.

2. Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the domain names set forth on Section 2(m)(i) of the Disclosure Schedule of the Purchase Agreement, which relevant portion of Section 2(m)(i) of the Disclosure Schedule is attached hereto (the "*Domain Names*"), including all of Seller's rights therein in the United States and other nations as provided by treaty or convention.

3. Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest to and in the marks set forth on Section 2(m)(i) of the Disclosure Schedule of the Purchase Agreement, which relevant portion of Section 2(m)(i) of the Disclosure Schedule is attached hereto (the "*Marks*"), including all of Seller's rights therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with such marks, and all of Seller's rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of the Marks.

4. Nothing contained herein shall (or shall be deemed or construed to) change, amend, extend, alter or otherwise affect any provision of the Purchase Agreement in any manner whatsoever or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties and covenants 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 any provision of the Purchase Agreement and any provision of this Agreement, the provisions of the Purchase Agreement will govern and control.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment may not be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

6. This Assignment may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

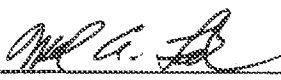
7. This Assignment, including its interpretation, performance, breach, or any related claim, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving any force or effect to the provisions of any conflict of law rule thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

BUYER:

HEARTLAND COMMERCE, INC.

By: 
Name: Michael A. Lawler
Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005932 FRAME: 0147

SELLER:

BEANSTALK DATA, LLC

By: 

Name: Scott Nowokunski

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Continued]

TRADEMARK
REEL: 005932 FRAME: 0148

Relevant Portions of Schedule 2(m)(i)

Registered Trademarks:

U.S. Trademarks					
Mark	Jurisdiction	Status	Reg. No.	Reg Date	Owner
Beanstalk Data	United States	Registered	4,224,210 4,224,410	October 16, 2012	Beanstalk Data

as shown in the Relevant Portion of Schedule 2(m)(i), attached

This INTELLECTUAL PROPERTY ASSIGNMENT entered into on February 8, 2016 (the "Effective Date"), by and between Heartland Commerce, Inc., and Beanstalk Data, LLC contained a typographical error in the identification of the assigned Mark in Schedule 2(m)(i). The Mark BEANSTALK DATA was identified by U.S. Registration No. 4,224,210, but the correct registration number should be U.S. Registration No. 4,224,410. Accordingly, the registration number has been corrected in the schedule as shown.

By: HEARTLAND COMMERCE, INC.

By: 

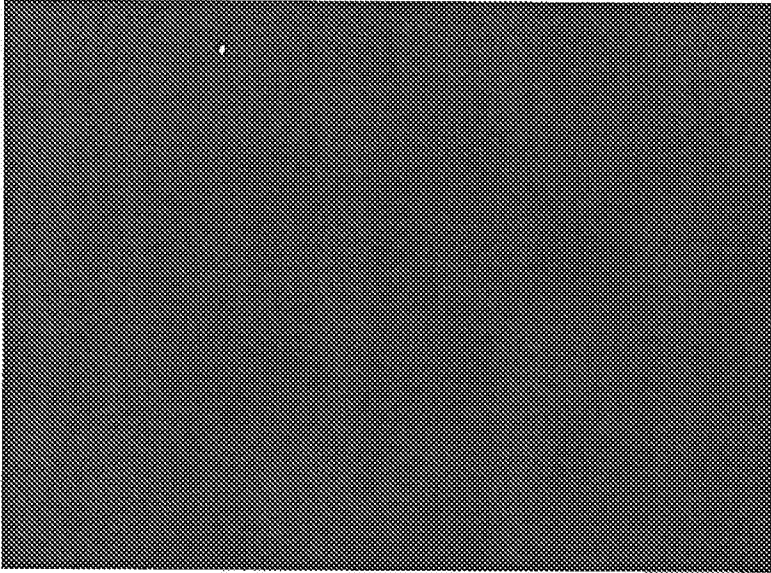
Name: Honora S. Moore

Date: 11/21/2016
nunc pro tunc

Title: Secretary

Section 2(m)(i)

Registered IP



2. Registered Trademarks:

U.S. Trademarks					
Mark	Jurisdiction	Status	Reg. No.	Reg Date	Owner
Beanstalk Data	United States	Registered	4,224,210	October 16, 2012	Beanstalk Data

