

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T3 Worldwide, LLC		09/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Equian, LLC		
Street Address:	9390 Bunsen Parkway		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40220		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3872516	AUDITPOINT	
Serial Number:	87128576	ALERTPOINT	
CORRESPONDENCE DATA			
Fax Number:	5025881987		
<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:	5026252887		
Email:	aberge@middletonlaw.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Amy B. Berge		
SIGNATURE:	/s/ Amy B. Berge		
DATE SIGNED:	12/13/2016		
Total Attachments: 5			
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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS ("Assignment") is made as of September 16, 2016 (the "Effective Date"), by and between Equian, LLC, an Indiana limited liability company ("Assignee"), and T3 Worldwide, LLC, a Delaware limited liability company ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, and certain other parties thereto (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trade names, trade dress, registered and unregistered trademarks and service marks and logos, and applications, registrations and renewals in connection therewith and in connection with or related to the Purchased Assets (as defined in the Purchase Agreement), together with all adaptations, derivations and combinations (the "Marks") and Assignee is desirous of acquiring such Marks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Mark Application. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the Marks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (collectively, the "Assigned Marks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Marks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Marks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Marks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile or PDF copies of any signature to this Assignment shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

T3 WORLDWIDE, LLC

By: [Signature]

Name: Younes Ghanian

Title: Member

ASSIGNEE:

EQUIAN, LLC

By: _____

G. Scott Mingee, CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Connecticut)

COUNTY OF Fairfield)

ss:

On this 15th day of September, 2016, there appeared before me Younes Ghanian personally known to me or who proved to me her identity, who stated that she executed this Assignment in her official capacity on behalf of Assignor as her voluntary act and deed for the purposes stated therein.

[Signature]
Signed

Ivana Money
Printed

IVANA MONEY
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2017

My Commission Expires: _____

County of Residence: Fairfield

[Signature Page to Assignment of Marks]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

T3 WORLDWIDE, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

EQUIAN, LLC

By: [Signature]

G. Scott Minge, CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Indiana)

COUNTY OF Marion) ss:

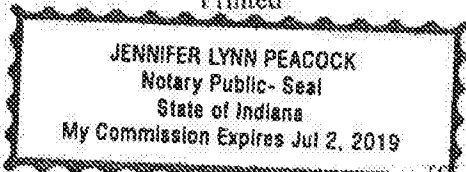
On this 30th day of August, 2016, there appeared before me G. Scott Minge, personally known to me or who proved to me her identity, who stated that she executed this Assignment in her official capacity on behalf of Assignor as her voluntary act and deed for the purposes stated therein.

Jennifer Peacock
Signed

My Commission Expires: July 2, 2019

Jennifer Peacock
Printed

County of Residence: Johnson



[Signature Page to Assignment of Marks]

Exhibit A

MARKS

1. Mark: AuditPoint
Class: 35, 36, 45
Serial No.: 77927165
Registration No.: 3872516

File Date: February 3, 2010
Registration Date: November 9, 2010

2. Mark: AlertPoint
Class: 35, 36, 45
Serial No.: 87128576

File Date: August 5, 2016

[Exhibit A - Assignment of Marks]