

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adesso Solutions, L.L.C.		07/18/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D2Xchange, LLC		
<b>Street Address:</b>	7100 East Belleview Ave, Suite 107		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1565002	RAPIDRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038931379		
<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>			
<b>Phone:</b>	303-892-7250		
<b>Email:</b>	sandra.wainer@dgsllaw.com		
<b>Correspondent Name:</b>	Sandra L. Wainer		
<b>Address Line 1:</b>	1550 17th Street, Suite 500		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	041035-0002		
<b>NAME OF SUBMITTER:</b>	Sandra L. Wainer		
<b>SIGNATURE:</b>	/s/ Sandra L. Wainer		
<b>DATE SIGNED:</b>	07/19/2017		
<b>Total Attachments: 2</b>			
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source=D2Xchange-Adesso - Trademark Assignment (Executed)#page2.tif			

CH \$40.00 1565002

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective this 18th day of July, 2017, (the "Effective Date") by and between Adesso Solutions, L.L.C., a Delaware limited liability company ("Assignor"); and D2Xchange, LLC, a Colorado limited liability company ("Assignee"); each a "Party;" and together, the "Parties".

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 14, 2017 (the "APA"), to which this Assignment is attached as Exhibit A, and pursuant to which Assignor has agreed to assign to Assignee all of Assignor's rights to and interest in any trade names, trademarks, service marks, logos, trade dress, and domain names (including all goodwill) that are used exclusively in conducting the Rapid Draft Business including, without limitation, the trade name "Rapid Draft", US. Reg. No. 1565002 for "RAPIDRAFT" and all other associated intellectual property (collectively, the "Mark").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Mark, including without limitation all associated goodwill, and renewals thereof, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and the sale under the APA had not been made.


2. Assignor agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary to perfect the title to the Mark in Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne solely by the Assignee, its successors and assigns. Assignor hereby represents and warrants to Assignee that it has full right and authority to make the assignment in the Mark hereunder. Assignor agrees that all of the representations and warranties in the APA regarding the Mark are true and accurate.

3. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. Facsimile or scanned and emailed signatures shall be fully effective for all purposes.

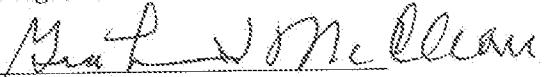
4. The interpretation and construction of this Assignment, and all matters relating thereto, shall be governed by the laws of the State of Colorado without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its duly authorized representative, in each case as of the Effective Date.

Adesso Solutions, L.L.C.

  
By: Fred Schroeder, President and CEO

D2Xchange, LLC

  
By: Graham McClean, CEO