

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EverSync Solutions, Inc.		06/02/2014	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Infrascale, Inc.		
Street Address:	999 N SEPULVEDA BLVD, STE 100		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4265802	EVERSYNC	
Registration Number:	4273439	EVERSYNC	
CORRESPONDENCE DATA			
Fax Number:	5034193001		
<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:	5034193000		
Email:	mjames@white-summers.com		
Correspondent Name:	Mark B. James		
Address Line 1:	805 SW Broadway, Suite 2440		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Mark B. James		
SIGNATURE:	/Mark B. James/		
DATE SIGNED:	11/06/2017		
Total Attachments: 3			
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OP \$65.00 4265802

EXCERPTS from Asset Purchase Agreement by and between Infracore, Inc. (Buyer) and Eversync Solutions, Inc. (Seller) dated June 12, 2014 regarding assignment of trademark assets:

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated June 2, 2014, by and between Infracore, Inc., a Delaware corporation ("Buyer") and Eversync Solutions, Inc., a Utah corporation ("Seller").

RECITALS

WHEREAS, Seller is the owner of certain assets including, without limitation, certain web pages and related content, software code, and other assets used in connection with Seller's internet-based data protection services and solutions business (the "Business").

WHEREAS, Buyer desires to purchase the Purchased Assets from Seller, and Seller desires to sell the Purchased Assets to Buyer, upon the terms and subject to the conditions hereinafter set forth (the "Acquisition").

WHEREAS, Seller's Board of Directors believes the Acquisition is in Seller's and its shareholders best interests.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

...

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms, as used herein, have the following meanings:

...

"Intellectual Property Rights" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (a) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act ("Copyrights"); (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("Patent Rights"); (c) rights in, arising out of, or associated with Trademarks, including without limitation rights in the "look and feel" of objects and rights granted under the Lanham Act ("Trademark Rights"); (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("Trade Secret Rights"); (e) rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity; and (f) rights of attribution and integrity and other moral rights of an author.

...

“Intellectual Property” means all intellectual property, regardless of form, including without limitation: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, Software, compilations, databases, derivative works, literary works, maskworks, and sound recordings (“Works of Authorship”); (b) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“Inventions”); (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“Trademarks”); and (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, trade secrets and techniques (“Confidential Information”).

...

ARTICLE II

PURCHASE AND SALE

SECTION 2.01. Purchase and Sale. On the basis of the representations, warranties, covenants and agreements and subject to satisfaction or waiver of the conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, on the Closing Date, all right, title and interest in and to all of the Purchased Assets (defined below), wherever located, in each case, free and clear of all Liens. The “Purchased Assets” means all of the assets (other than the Excluded Assets) used in, or relating to, the operation of the Business as it is currently conducted and currently proposed to be conducted, including, but not limited to:

....

(d) Seller’s Intellectual Property Rights, including all Intellectual Property Rights in, arising out of, or associated with the Business, or Purchased Web Sites;

....

(f) All rights to recover past, present and future damages for the breach, infringement or misappropriation, as the case may be, of any of the Purchased Assets (including Intellectual Property Rights transferred as part of the Purchased Assets), as well as the right to grant releases for past infringement and misappropriation;

...


SECTION 5.03. Further Assurances.

(a) Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer (and its successors and assigns) as the true and lawful attorney of Seller with full power of substitution in the name of Buyer or in the name of Seller, but for the benefit of Buyer (i) to collect for the account of Buyer any items of Purchased Assets and (ii) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Purchased Assets, and to defend or compromise any and all actions, suits or proceedings in respect of the Purchased Assets. Buyer shall be entitled to retain for its account any amounts collected pursuant to the foregoing powers, including, without limitation, any amounts payable as interest in respect thereof.


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IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

INFRASCALE, INC.

By: 
Name: Michael Bell
Title: President

EVERSYNC SOLUTIONS, INC.

By: 
Name: Steve Kellerman
Title: CEO