

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470727

<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>
DREAMFACTORY SOFTWARE, INC.		02/20/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xenon Ventures, LLC		
<b>Street Address:</b>	5940 S Rainbow Blvd., Suite 400 #56480		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89118		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3196439	DREAMFACTORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8059663320		
<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>	8059662440		
<b>Email:</b>	lvelez@rppmh.com		
<b>Correspondent Name:</b>	Fernando Velez, Jr.		
<b>Address Line 1:</b>	1421 State Street, Suite B		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>NAME OF SUBMITTER:</b>	Eric Rubin		
<b>SIGNATURE:</b>	/Eric Rubin/		
<b>DATE SIGNED:</b>	04/20/2018		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is entered as of February 20, 2018 between Xenon Ventures, LLC, a Delaware limited liability company (“Purchaser”), and DreamFactory Software, Inc., a California corporation (“Seller”). This Agreement is made as a supplement to the Asset Purchase Agreement between Purchaser and Seller of the same date (the “Purchase Agreement”).

1. Assignment. Seller hereby assigns to the Purchaser exclusively throughout the world all right, title and interest (whether or not now existing) in the (i) patents, patent applications, copyright registrations and applications, trademark registrations and applications, domain names and associated webpages listed in Section 2 of Exhibit B of the Purchase Agreement, (ii) all other intellectual property, goodwill and intangible assets identified in Section 2 of Exhibit B of the Purchase Agreement (“Intellectual Property”).

2. Compensation. The parties acknowledge and agree that Purchaser is paying good and valuable consideration for the assignment of Intellectual Property in this Agreement, as reflected in Section 4 of the Purchase Agreement.

3. Further Assurances; Moral Rights.

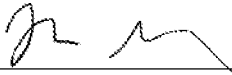
a. Seller agrees to assist the Purchaser in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. If the Purchaser is unable for any reason whatsoever to secure the Seller’s signature to any document requested by the Purchaser under this Section 3(a), Seller hereby irrevocably designates and appoints the Purchaser and its duly authorized officers and agents as Seller’s agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Seller’s behalf and instead of Seller, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller.

b. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent Seller retains any such Moral Rights under applicable law, Seller hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Purchaser; Seller agrees not to assert any Moral Rights with respect thereto.

4. Miscellaneous. The provisions of Section 8(g) and 12 of the Purchase Agreement shall apply to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**PURCHASER: XENON VENTURES LLC**

By: 

Name: Jonathan Siegel

Title:  
Manager

Address: \_\_\_\_\_  
\_\_\_\_\_

**SELLER: DREAMFACTORY SOFTWARE, INC.**

  
By: \_\_\_\_\_

Name: Eric Rubin

Title:

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**  
**PURCHASED ASSETS**

<b>MARK, PATENT, COPYRIGHT</b>	<b>APP NO.</b>	<b>FILE DATE</b>	<b>REG NO.</b>	<b>REG DATE</b>	<b>GOODS/SERVICES</b>
DreamFactory TM		February 14, 2006	3196439	January 9, 2007	IC 042. US 100 101. G & S: Design, development and implementation of software