

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481414

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900454771		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroDesktop, Inc.		12/26/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NComputing Co. Ltd.		
Doing Business As:			
Street Address:	186, Gasan digital 1-ro		
Internal Address:	Geumcheon-gu		
City:	Seoul		
State/Country:	KOREA, REPUBLIC OF		
Entity Type:	Corporation: KOREA, REPUBLIC OF		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77787436	NCOMPUTING	
Serial Number:	77787425	NCOMPUTING	
Serial Number:	77836695	NCOMPUTING VSPACE	
Serial Number:	77607995	VSPACE	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<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:	612-373-6900		
Email:	tmg@slwip.com		
Correspondent Name:	Schwegman Lundberg & Woessner, P.A.		
Address Line 1:	1600 TCF Tower		
Address Line 2:	121 South Eighth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4453.003,004,012,008US1		
NAME OF SUBMITTER:	Cole M. Ehlers		
SIGNATURE:	/Cole M. Ehlers/		
DATE SIGNED:	07/11/2018		

Total Attachments: 4

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900454771 06/15/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM478220

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeroDesktop, Inc.		12/26/2016	Corporation: California
RECEIVING PARTY DATA			
Name:	NComputing Co. Ltd.		
Doing Business As:			
Street Address:	186, Gasan digital 1-ro		
Internal Address:	Geumcheon-gu		
City:	Seoul		
State/Country:	KOREA, REPUBLIC OF		
Entity Type:	Corporation: KOREA, REPUBLIC OF		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77787436	NCOMPUTING	
Serial Number:	77787425	NCOMPUTING	
Serial Number:	77836695	NCOMPUTING VSPACE	
Serial Number:	77607995	VSPACE	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<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:	612-373-6900		
Email:	tmg@siwip.com		
Correspondent Name:	Schwegman Lundberg & Woessner, P.A.		
Address Line 1:	1600 TCF Tower		
Address Line 2:	121 South Eighth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cole M. Ehlers		
SIGNATURE:	/Cole M. Ehlers/		
DATE SIGNED:	06/15/2018		
Total Attachments: 12			

06/15/2018 09:51:33 CH 51530 77787436

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of December 27, 2016, by and between ZeroDesktop Inc, a California corporation, (the "Seller"), and NComputing Co., Ltd., a Korea corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of December 26, 2016, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

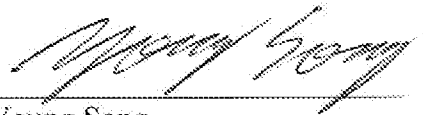
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by the laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller has caused its respective duly authorized officers to execute this Trademark Assignment Agreement as of the date first above written.

SELLER:

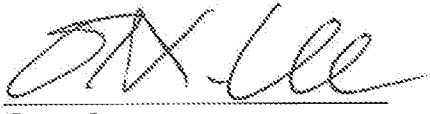
ZeroDesktop, Inc.

By: 
Young Song

Its: CEO

BUYER:

NComputing Co., Ltd.

By: 
Owen Lee

Its: President

Oh Lee



EXHIBIT A

Assets

Registered Trademarks : (Total 103 in worldwide)

<u>NComputing</u>	<u>Company's main trademark</u>	<u>\$350,000</u>
<u>NComputing (with Old Logo)</u>		
<u>NComputing (with New Logo)</u>		
<u>VSPACE</u>	<u>Company's main software brand</u>	<u>\$100,000</u>
<u>NUMO</u>	<u>Company's own ASIC brand</u>	<u>\$20,000</u>

Secured Domain Names : Total \$30,000 (Refer Attached List)

www.ncomputing.com
www.ncomputing.co.kr
www.ncomputing.co.in
www.ncomputing.co.uk
..... over 80 countries

www.numo.
www.vspace.
..... over 80 countries

Oh Lee