

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATACENTRIC, LLC		07/17/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	MACSTADIUM, INC.		
Street Address:	3565 Piedmont Rd NE		
Internal Address:	Building 4 - Suite 460		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4373074	VIRTUAL COMMAND	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	ipdocket@mmmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	R. Lee Strasburger, Jr.		
SIGNATURE:	/R. Lee Strasburger, Jr./		
DATE SIGNED:	12/17/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of July 17, 2018, by and between MACSTADIUM, INC., a Georgia corporation (the “Assignee”), and DATACENTRIC, LLC, a Georgia limited liability company (the “Assignor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between the Assignor and the Assignee, dated as of even date herewith (the “Purchase Agreement”), the Assignor has agreed to sell, assign, convey and transfer, and the Assignee has agreed to purchase, receive, accept and assume, the Purchased Assets, and Assumed Liabilities in accordance with the Purchase Agreement, including but not limited to: (i) the trademarks and trademark applications listed on Schedule A attached hereto (the “Trademarks”); (ii) the copyrights and copyright applications listed on Schedule A attached hereto (the “Copyrights”); (iii) the registered patents and patent applications listed on Schedule A attached hereto (the “Patents”); and (iv) the domain names listed on Schedule A attached hereto (the “Domain Names,” and collectively with the Trademarks, Copyrights and Patents, the “Intellectual Property Assets”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices (where applicable) and any other appropriate governmental or administrative offices, as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office (where applicable), all foreign copyright offices (where applicable) and any other appropriate governmental or administrative office (where applicable).

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably, fully and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Assignor’s right, title and interest in and to the Intellectual Property Assets and all other Purchased Proprietary Rights, and the Assignee hereby accepts from the Assignor all of the Intellectual Property Assets and the Purchased Proprietary Rights, including the following assignments:

(a) The Assignor hereby irrevocably, fully and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances (except for Permitted Liens).

(b) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title and interest in and to the Copyrights, including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such Copyright registrations or applications, and any and all copyrights or similar rights that are primarily used or held for use in or primarily relate to the Virtual Command Business recognized under the laws of the United States of America or any other jurisdiction in said

Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances (except for Permitted Liens). The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States ("Letters Patent") therefor; and the Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee, at the cost and expense of the Assignee, as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents, and to take all such other actions, as the Assignee or its respective successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office (where applicable) and the United States Copyright Office (where applicable). The Assignor further agrees that, in the event the records of the Assignor are required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Letters Patent or applications for Letter Patent, all such necessary records of the Assignor will be made available at no additional charge to the Assignee.

3. Delivery of Tangible Items. The Assignor shall arrange, at no cost to the Assignee, for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property assets, if any, that are in the possession or control of the Assignor.

4. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets, including the Intellectual Property Assets, Purchased Proprietary Rights, being transferred pursuant to this Agreement expressly exclude the Excluded Assets.

5. Further Documentation and Instruments. The Assignor and the Assignee shall, and shall cause their respective officers to, execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases, and such other instruments, and shall take further actions, as may be reasonably necessary or appropriate, to assure fully to the Assignee or the Assignor (as the case may be) all of the properties, rights, titles, interests, remedies, powers and privileges intended to be conveyed or

transferred to the Assignee or retained by the Assignor (as the case may be) under this Agreement and the Purchase Agreement, and to otherwise make effective the transactions contemplated hereby and thereby.

6. Asset Purchase Agreement. This Agreement is made and delivered pursuant to, in furtherance of and subject to the terms and conditions of the Purchase Agreement, which is incorporated herein by this reference. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms and provisions hereof, the terms of the Purchase Agreement shall control.

7. Miscellaneous.

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof that would require the application of the laws of any other jurisdiction.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that, notwithstanding the foregoing, each Party shall have the right (without the prior written consent of any of the other Party), at any time, and in its sole discretion, to assign solely for security interest purposes any or all of its rights under this Agreement and any Related Agreement to any lender providing financing to such Party or any of such Party's permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties and any permitted assignee any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Assignee, on the one hand, and the Assignor, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any such action with respect to any breach of this Agreement or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) All notices, requests, demands, claims and other communications hereunder shall be delivered to the parties as provided in the Purchase Agreement.

(g) Any action, suit or other Proceeding, at law or in equity, arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall only be brought in either a state court located in Fulton County, Georgia or a federal court located in the Northern District of Georgia, Atlanta Division. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL PROPERLY AND EXCLUSIVELY LIE IN SUCH COURTS. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND EXCLUSIVELY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

MACSTADIUM, INC.
a Georgia corporation

DocuSigned by:
Gregory McGraw
By: _____
Name: Gregory P. McGraw
Title: Chief Executive Officer

ASSIGNEE:

DATACENTRIC, LLC
a Georgia limited liability company

By: _____
Name: Shannon Russo
Title: Managing Partner

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

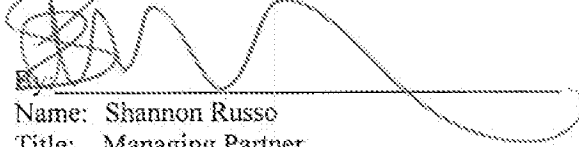
ASSIGNOR:

MACSTADIUM, INC.
a Georgia corporation

By: _____
Name: Gregory P. McGraw
Title: Chief Executive Officer

ASSIGNEE:

DATACENTRIC, LLC
a Georgia limited liability company


Name: Shannon Russo
Title: Managing Partner

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

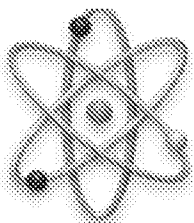
Trademarks

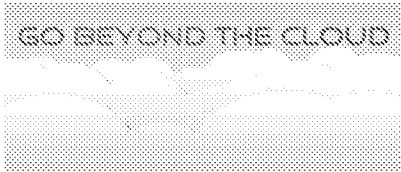
Registered Trademarks and Trademark Applications:

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
VIRTUAL COMMAND	85/423,083 4,373,074 United States	September 14, 2011 July 23, 2013	Virtual Command, LLC	Registered

Unregistered Trademarks:

“Virtual Command”





Copyrights

No copyright registrations exist.

Unregistered copyrights in the VC Business Software.

Patents

INVENTION TITLE	APPLICATION No. / PATENT No. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD	STATUS
DYNAMIC INFORMATION TECHNOLOGY MULTI-DIRECTIONAL MULTI-PROTOCOL RESOURCE CONVERGENCE SYSTEM	13/567,800 9,531,801 United States	August 6, 2012 December 27, 2016	Datacentric, LLC	Patented
DYNAMIC INFORMATION TECHNOLOGY MULTI-DIRECTIONAL MULTI-PROTOCOL RESOURCE CONVERGENCE SYSTEM	61/529,014 N/A United States	August 30, 2011 N/A	Datacentric, LLC	Expired

Domain Names*

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
VIRTUALCOMMAND.COM	DataCentric, LLC	GoDaddy.com, LLC	June 20, 2019
VCDESKTOP.COM	DataCentric, LLC	GoDaddy.com, LLC	June 24, 2021
VIRCMD.COM	DataCentric, LLC	Amazon Registrar, Inc.	March 18, 2019
GOBEYONDTHECLOUD.COM	DataCentric, LLC	GoDaddy.com, LLC	March 8, 2020