

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515217

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900486420
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ScalArc, Inc.		01/18/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ignite ScalArc Solutions, Inc.
Street Address:	401 Congress Avenue
Internal Address:	Suite 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4244952	SCALEARC

CORRESPONDENCE DATA

Fax Number: 5122874866
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.
Phone: 512-656-7960
Email: brian.spross@jonesspross.com
Correspondent Name: Brian Spross
Address Line 1: 1605 Lakecliff Hills Lane
Address Line 2: Suite 100
Address Line 4: Austin, TEXAS 78732

ATTORNEY DOCKET NUMBER:	ISS-001
NAME OF SUBMITTER:	Brian Spross
SIGNATURE:	/Brian Spross/
DATE SIGNED:	03/20/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of January 18, 2018, is made by ScalArc, Inc., a Delaware corporation (dba ScaleArc) (“Seller”), in favor of Ignite ScalArc Solutions, Inc., a Delaware corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Buyer, Seller and Seller Representative, dated as of the even date herewith (the “Purchase Agreement”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property and Intellectual Property Rights of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and Commissioner for Trademarks in the Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

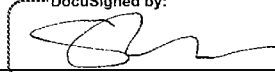
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

SCALARC, INC., a Delaware corporation d/b/a
ScaleArc

DocuSigned by:



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Sameer Gandhi, Director

Ram Gupta, Director

BV Jagadeesh, Director

Karan Mehandru, Director

Sandeep Singhal, Director

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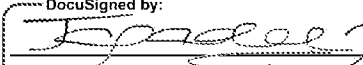
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Sandeep Singhal, Director

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SCALARC, INC., a Delaware corporation d/b/a
ScaleArc

By: _____


Name:

Its:

AGREED TO AND ACCEPTED:

BUYER:

IGNITE SCALARC SOLUTIONS, INC., a
Delaware corporation

By:  _____

Name: Andrew S. Price

Its: Chief Financial Officer

[IP ASSIGNMENT SIGNATURE PAGE]

Schedule 1
ASSIGNED PATENT REGISTRATIONS AND APPLICATIONS

HBW Matter	CaseType	ApplicationStatus	AppNumber	Filed Date	Country	Patent No.	Issus Date
SCAL 1001-0/		Issued	12/853,649	10-Aug-2010	USA	8,543,554	24-Sep-2013
SCAL 1001-1/	CON	Abandoned	14/014,135	29-Aug-2013	USA		
SCAL 1002-0/		Issued	12/862,554	24-Aug-2010	USA	8,763,091	24-Jun-2014
SCAL 1003-0/		Issued	12/853,650	10-Aug-2010	USA	9,032,017	12-May-2015
SCAL 1004-0/		Issued	12/862,525	24-Aug-2010	USA	8,484,242	09-Jul-2013
SCAL 1004-1/	CON	Issued	13/902,629	24-May-2013	USA	8,874,609	28-Oct-2014
SCAL 1005-1/	CIP	Abandoned	14/533,007	04-Nov-2014	USA		
SCAL 1008-1/	PROV	Expired	62/398,443	22-Sep-2016	USA		
SCAL 1008-2/	PROV	Expired	62/404,132	04-Oct-2016	USA		
SCAL 2001-1/		Abandoned	14/064,210	28-Oct-2013	USA		
SCAL 2001-2/	CON	Pending-Await Exam	14/985,277	30-Dec-2015	USA		
SCAL 2002-1/	PROV	Expired	61/320,575	02-Apr-2010	USA		
SCAL 2002-2/	Non-PROV	Published-Final Rejec	13/077,523	31-Mar-2011	USA		
SCAL 2003-1/	Non-PROV	Issued	13/077,526	31-Mar-2011	USA	9,116,946	25-Aug-2015
SCAL 2003-2/	CON	Pending-Under Exam	14/834,237	24-Aug-2015	USA		
SCAL 2004-1/	PROV	Expired	61/936,921	07-Feb-2014	USA		
SCAL 2004-2/	Non-PROV	Published-Final Rejec	14/615,903	06-Feb-2015	USA		

Schedule 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

SCALEARC US registration number 4244952

Schedule 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.