

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/20/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Altia, Inc.		01/18/2012
			Entity Type
			CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Altia Acquisition Corporation		
Street Address:	7222 Commerce Center Drive, Suite 240		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80919		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 6			
	Property Type	Number	Word Mark
	Registration Number:	1764307	ALTIA
	Registration Number:	2411516	FACEPLATE
	Registration Number:	2586492	DEEPSCREEN
	Registration Number:	3617317	FLOWPROTO
	Registration Number:	3235267	ALTIA
	Registration Number:	3304439	PHOTOPROTO
CORRESPONDENCE DATA			
Fax Number:	(719)633-8477		
Phone:	719-634-5700		
Email:	khb@sparkswillson.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kent H. Borges		
Address Line 1:	24 South Weber Street, Suite 400		

CH \$165.00 1764307

Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER: 2980/001

NAME OF SUBMITTER: Kent H. Borges

Signature: /Kent H. Borges/

Date: 01/18/2012

Total Attachments: 2
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ASSIGNMENT

THIS ASSIGNMENT ("*Assignment*") entered into on January 18, 2012, is made effective for all purposes as of October 20, 2011, by and between ALTIA, INC., a Colorado corporation, having an address of 7222 Commerce Center Drive, Suite 240, Colorado Springs, Colorado 80919 ("*Assignor*"), and ALTIA ACQUISITION CORPORATION, a Colorado corporation, having offices at 7222 Commerce Center Drive, Suite 240, Colorado Springs, Colorado 80919 ("*Assignee*"). Assignor and Assignee are referred to in this Assignment as the "*parties*."

A. Assignor is the owner of the certification marks listed below and registered in the United States Patent and Trademark Office and all rights, title and interests therein (collectively, the "*Marks*"):

Word Mark	Serial No.	Registration No.	Date of Registration
PHOTOPROTO	78837714	3304439	10/02/2007
ALTIA	78741133	3235267	4/24/2007
FLOWPROTO	77468296	3617317	5/05/2009
DEEPSCREEN	76159940	2586492	6/25/2002
FACEPLATE	75656793	2411516	12/05/2000
ALTIA	74305893	1764307	4/13/1993

B. Pursuant to an Asset Purchase Agreement entered into as of October 20, 2011, between Assignor and Assignee (the "*Purchase Agreement*"), Assignee purchased from Assignor and Assignor sold to Assignee substantially all of the assets and liabilities of Assignor, including the Marks.

In consideration of the respective covenants, agreements, representations, warranties and indemnities of the parties contained and recited in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and sets over unto Assignee and Assignee hereby accepts all of Assignor's right, title and interest in and to the Marks, together with (i) the goodwill of the business associated with the Marks, and the above identified registration of the Marks; and (ii) Assignor's right, title and interest in and to all suits, causes of action and claims recoverable by law or in equity arising from past, present or future infringement or use of the Marks, their derivatives and variations in and to profits arising from past infringement or use.

2. **Assignor's Warranties.** Assignor hereby warrants and represents that it has the power and authority to execute this Assignment and that to the best of Assignor's knowledge none of the Marks infringe upon the proprietary rights or title of any other person or entity.

3. **Assignment Valid and Binding.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. **Further Assurances.** The parties will provide such further assurance and execute such documents as are necessary to effectuate the intentions of the parties for the purposes of this Assignment.

5. **Amendments.** This Assignment may not be amended, waived or modified except by instrument in writing executed by all parties.

