900215286 02/21/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technology Insight LLC		112/20/2011 I	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	CloudHarmony, Inc.	
Street Address:	14 Monarch Bay Plaza, No. 290	
City:	Monarch Beach	
State/Country:	CALIFORNIA	
Postal Code:	92629	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3973590	CLOUDHARMONY

CORRESPONDENCE DATA

 Fax Number:
 (408)255-6350

 Phone:
 4082556310

 Email:
 mm@grellas.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Mital Gondha Makadia

Address Line 1: 20400 Stevens Creek Blvd, Suite 280
Address Line 4: Cupertino, CALIFORNIA 95014

NAME OF SUBMITTER:	Mital Gondha Makadia
Signature:	/Mital Gondha Makadia/
Date:	02/21/2012

Total Attachments: 3

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ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, TECHNOLOGY INSIGHT LLC, a Utah limited liability company ("Assignor"), hereby assigns to CLOUDHARMONY, INC., a California corporation ("Assignee"), all of its rights, title and interest in and to those assets as set forth below. By this instrument, Assignor and Assignee do hereby agree as follows:

Recitals

- A. Assignor is the owner of certain rights to the registered trademark "CLOUDHARMONY" (United States Trademark Registration No. 3973590) (the "Mark").
- B. Assignor desires to assign to Assignee any and all rights that Assignor may have in the Mark, including right to use the Mark in connection with the same class of goods and services recited in the Trademark Registration and exert control over the nature and quality of the goods and services recited in the Trademark Registration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

- 1. Assignment of Mark. Assignor hereby assigns and transfers to Assignee, its successor and assigns, all of Assignor's right, title, interest, goodwill, and rights to any/all business which is in any way relate to the Mark.
- 2. Assignment of Rights. Assignor hereby assigns and transfer to Assignee, its successors and assigns, any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present or future infringements of said Mark, together with the right to sue and recover thereof, including the right to bring suit in its own name, and to receive, retain, hold and enjoy for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, any and all damages, profits or other recoveries or compensation on account thereof or resulting therefrom.
- 3. Duty to Cooperate. Assignor and Assignee shall cooperate and do all things that are reasonably necessary to facilitate the assignment, including without limitation the signing of any collateral documents needed to obtain the consents required by this Assignment Agreement.
- 4. Miscellaneous Provisions.

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- a. <u>Binding Effect</u>. This instrument and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- b. <u>Disclaimer</u>. All rights and interests created by this instrument are exclusive to the parties hereto, their successors and assigns. No right, title, interest or cause of action is created for or inures to the benefit of any other person or entity hereunder.
- c. <u>No Waiver</u>. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.
- d. <u>Severability</u>. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall remain in full force and effect and enforceable.
- e. <u>Notices</u>. All notices or other communications or deliveries provided for under this instrument shall be given as provided hereunder.
- f. <u>Governing Law</u>. This instrument shall be interpreted, construed and governed according to the laws of the State of California.
- g. <u>Counterparts</u>. This instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be but one and the same instrument.
- h. <u>Modification</u>. This instrument may be modified only by a written agreement signed by each of the parties hereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have duly executed and made effective this instrument on December 20, 2011.

ASSIGNOR:

TECHNOLOGY INSIGHT LLC, a Utah limited liability company

Name: Jason Ro

Title: owner

ASSIGNEE:

CLOUDHARMONY, INC.

Name: Jason Read

Title: Founder

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RECORDED: 02/21/2012