

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
Actua Systems, LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Will-Burt Company		
Street Address:	169 S. Main Street		
City:	Orrville		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3527923	ACTUA	
Registration Number:	3477119	POSITIONIT	
CORRESPONDENCE DATA			
Fax Number:	(330)263-9278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	330-264-4444		
Email:	lycans@ccj.com		
Correspondent Name:	Andrew P. Lycans		
Address Line 1:	225 North Market Street		
Address Line 4:	Wooster, OHIO 44691		
NAME OF SUBMITTER:	Andrew P. Lycans		
Signature:	/Andrew P. Lycans/		
Date:	04/13/2012		

OP \$65.00 3527923

TRADEMARK

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 26th day of March, 2012 by **Actua Systems, LLC**, a Delaware limited liability company with its principal place of business located at 400 North New York Avenue, Suite 103, Winter Park, Florida 32789 ("Assignor") and **The Will-Burt Company**, an Ohio corporation, with a business address of 169 S. Main Street, Orrville, OH 44667 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated March 26, 2012 ("Purchase Agreement"), pursuant to which Assignee agreed to purchase and Assignor agreed to sell substantially all the assets of Assignor used by Assignor in the operation of the Business (as defined in the Purchase Agreement), including all of its intellectual property comprising any and all of its rights in any trademarks, patents, patent applications and inventions; and

WHEREAS, the unstylized mark "ACTUA" is a trademark registered on November 4, 2008, by Assignor under No. 3,527,923, and the unstylized mark "POSITIONIT" is a trademark registered on July 29, 2008 by Assignor under No. 3,477,119, and such marks are further described in Exhibit A attached hereto and made a part hereof (collectively "Trademarks"); and

WHEREAS, Assignor is the owner of the Trademarks together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademarks are used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Trademarks and the Assignee is desirous of acquiring all of Assignor's rights to the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest it has in and to the above marks and Assignee accepts the assignment and assumes Assignor's rights to the Trademarks according to the following terms.

1. **Transfer of Trademarks**. Assignor hereby transfers, conveys and assigns all rights, title and interest in the Trademarks worldwide together with (a) the goodwill of the business relating to the goods in respect upon which the Trademarks are used and for which they are registered: (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (c) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

2. **Recordation.** Assignor hereby authorizes Assignee to file an appropriate record of assignment with the United States Patent and Trademark Office. Assignee shall bear all recordation fees associated with any such recordation.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants as follows:

(a) Assignor is a valid and registered limited liability company in active existence and good standing under the laws of the State of Delaware;

(b) Assignor has the exclusive ownership of the Trademarks and no rights, title or interest of any third party is prejudiced or infringed by the use of the Trademarks or the assignment being made hereunder;

(c) There are no security interests in the Trademarks;

(d) Assignor has not granted any licenses to use the Trademarks or sold or transferred any rights in the Trademarks to any other party;

(e) There is no litigation pending or any disputes arising or relating to the use of the Trademarks;

(f) Assignor is not aware of any competing claims for the Trademarks;

(g) Assignor has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Assignment and consummate the transactions contemplated hereunder;

(h) Assignor shall not use the Trademarks or engage in any action that will be detrimental to the validity of the Trademarks after this assignment;

4. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants as follows:

(a) Assignee is a valid and registered corporation in good standing existing under the laws of the State of Ohio;

(b) Assignee has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Assignment and consummate the transactions contemplated hereunder;

5. **Indemnification.** Assignor shall defend, indemnify and hold harmless Assignee from any cause of action, damages including reasonable attorney fees, losses or other claims arising out of Assignor's use of the Trademarks or any breach of any representation or warranty made by Assignor herein, subject to the limitations set forth in the Purchase Agreement.

6. **Effective Date.** This Assignment has been duly executed by the parties' authorized representatives as of the date first set forth above and shall be effective immediately.

7. **Applicable Law and Venue:** This Assignment shall be governed by the laws of Ohio without regard to conflict of law principles. Any action filed by either party as a result of a dispute resulting from or arising out of this Assignment or the transactions contemplated hereby shall only be filed in the Common Pleas Court of Wayne County, Ohio, or in the United States District Court for the Northern District of Ohio, it being expressly agreed by Assignor and Assignee that said forums shall have exclusive and sole jurisdiction and venue to hear disputes between the parties arising out of this Assignment.

8. **Entire Agreement.** This Assignment is made and delivered pursuant to the terms of the Purchase Agreement, and together they constitute the entire agreement between the parties with regard to this subject matter hereof and supersede any and all agreements, whether oral or written, between the parties with respect to the subject matter herein. Any amendments or modifications must be in writing signed by both parties.

9. **Successors.** This Assignment and the obligations and rights hereunder shall be binding on and inure to the benefit of the parties, their successors and assigns.

10. **Further Acts.** Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

[signatures appear on the following page]

[Assignment of Trademarks signature page]

EXECUTED by the parties hereto, intending to be legally bound, effective as of the day and year first above written.

ASSIGNOR:
Actua Systems, LLC

By: [Signature]
Name: [Signature]
Title: Manager

ASSIGNEE:
The Will-Burt Company

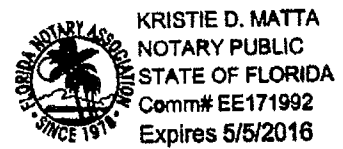
By: [Signature]
Name: Jeffrey O. Evans
Title: Chief Executive Officer

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named C. H. Ogilvie, Jr. manager of Actua Systems, LLC, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Orlando, Florida on this 26 of March, 2012.

[Signature]
Notary Public



STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **Jeffrey O. Evans**, CEO of **The Will-Burt Company**, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Orville, Ohio on this 26 of March, 2012



Notary Public



CHRISTOPHER J. PYCRAFT
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03RC