

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dachis Corporation		06/20/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Aric Holdings, Inc.
Street Address:	411 SW 6th Ave.
City:	Portland
State/Country:	OREGON
Postal Code:	97204
Entity Type:	CORPORATION: OREGON

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2861218	
Registration Number:	2893810	PICTONICS
Registration Number:	2758887	THE VISUAL THINKING COMPANY
Registration Number:	2829816	THE VISUAL THINKING COMPANY
Registration Number:	2758888	THE VISUAL THINKING COMPANY
Registration Number:	2653625	XPLANATIONS
Registration Number:	2149002	XPLANE
Registration Number:	2686820	XPLANE
Registration Number:	2870457	XPLANE
Registration Number:	2880269	VP OF NO
Registration Number:	2893861	VP OF NO
Registration Number:	2880303	VP OF NO
Registration Number:	2863653	VP OF NO

**CORRESPONDENCE DATA**

Fax Number: 5039723877

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

Phone: 5038022177

Email: chris.erickson@tonkon.com

Correspondent Name: Christopher Erickson

Address Line 1: 888 SW 5th Ave.

Address Line 2: 1600 Pioneer Tower

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	36048-1
NAME OF SUBMITTER:	Christopher D. Erickson
Signature:	/Christopher D. Erickson/
Date:	06/20/2012
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is dated as of June 20, 2012, from Dachis Corporation, a Delaware corporation ("*Assignor*"), to Aric Holdings, Inc., an Oregon corporation (the "*Assignee*").

WHEREAS, Assignor has certain rights, title and interest in and to certain trade names, trade dress, logos and common law trademarks shown on Schedule A hereto, together with the goodwill of the business symbolized thereby and including without limitation all applications and/or registrations for such trademarks and/or service marks shown on Schedule A (such trademarks, service marks, applications and registrations and any common law rights in each case therein, the "*Trademarks*"); and

WHEREAS, pursuant to the terms of that certain Second Omnibus Amendment Agreement dated as of June 20, 2012 (the "*Second Amendment*"), to which Assignor and Assignee are parties, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably grants, transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

2. Right to Sue for Infringement. Assignor also assigns to Assignee all claims for damages by reason of past, present or future infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. Assignor agrees, without further consideration therefor, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the effective date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

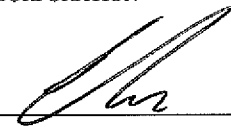
5. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Second Amendment, and in the event of a conflict or inconsistency between this Assignment and the Second Amendment, the terms of the Second Amendment shall prevail.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws. The assignment is intended to take place in Oregon.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first written above.

DACHIS CORPORATION

By: 

Name: CHARLES COSTELLO

Title: IN-HOUSE COUNSEL

State of Texas )

County of Travis )

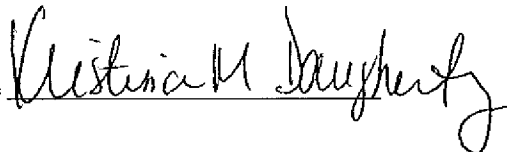
On June 19, 2012 before me, Kristina M Daugherty  
(insert name and title of the officer)

personally appeared Charles Costello, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**Schedule A to Trademark Assignment**

***Registered Trademarks***

Ant Man design mark 2,861,218  
Pictonics mark 2,893,810  
Visual Thinking Company mark 2,758,887  
Visual Thinking Company mark 2,829,816  
Visual Thinking Company mark 2,758,888  
XPLANATIONS mark 2,653,625  
XPLANE mark 2,149,002  
XPLANE mark 2,686,820  
XPLANE mark 2,870,457

***Abandoned Trademarks***

VP of No mark 2,880,269  
VP of No mark 2,893,861  
VP of No mark 2,880,303  
VP of No mark 2,863,653