

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
MPA Networks, Inc.		06/26/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	NBrella, Inc.
Street Address:	1301 Shoreway Road, Suite 175
City:	Belmont
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77808480	NBRELLA
Serial Number:	77763121	NBRELLA
Serial Number:	77900505	INDELIBLE SYNCH

CORRESPONDENCE DATA

Fax Number: 6504748401
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-474-8400
 Email: ptomatters@glenn-law.com
 Correspondent Name: Glenn Patent Group
 Address Line 1: 3475 Edison Way, Suite L
 Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	MPAN0002T, 3T, 5T
NAME OF SUBMITTER:	Michael A. Glenn

CH \$90.00 77808480

Signature:	/MAG/
Date:	11/01/2012
Total Attachments: 4 source=Signed - Intellectual Property Technology Assignment Agreement 6-26-2012#page1.tif source=Signed - Intellectual Property Technology Assignment Agreement 6-26-2012#page2.tif source=Signed - Intellectual Property Technology Assignment Agreement 6-26-2012#page3.tif source=Signed - Intellectual Property Technology Assignment Agreement 6-26-2012#page4.tif	

INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT AGREEMENT

This Intellectual Property and Technology Assignment Agreement ("Agreement") is entered into as of June 26, 2012 ("Effective Date") by and between NBrella, Inc. with offices at 1301 Shoreway Road, Suite 175, Belmont, C.A. 94002 ("NBrella"), and MPA Networks, Inc. with offices at 1301 Shoreway Road, Suite 175, Belmont, C.A. 94002 ("MPA").

1. Assignment

MPA hereby assigns to NBrella all right, title and interest in (a) the subject matter referred to in Exhibit A ("Technology"), (b) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (c) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights and all other intellectual property rights and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property").

2. Consideration

NBrella shall pay MPA five hundred dollars (\$500.00) on or before September 15, 2012. Such payment shall be the only consideration required of NBrella with respect to the subject matter of this Agreement.

3. Further Assurances; Moral Rights; Competition; Marketing

3.1 MPA agrees to assist NBrella in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If NBrella is unable for any reason whatsoever to secure MPA's signature to any document it is entitled to under this Section 3.1, MPA hereby irrevocably designates and appoints NBrella and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of MPA, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by MPA.

3.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent MPA retains any such Moral Rights under applicable law, MPA hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by NBrella; MPA agrees not to assert any Moral Rights with respect thereto. MPA will confirm any such ratifications, consents and agreements from time to time as requested by NBrella.

4. Confidential Information

MPA will not use or disclose anything assigned to NBrella hereunder or any other technical or business information or plans of NBrella, except to the extent MPA can document that it is generally available (through no fault of MPA) for use and disclosure by the public without any charge, license or restriction. MPA recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm NBrella and that NBrella is entitled to seek equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty

MPA represents and warrants to NBrella that MPA: (a) is the sole owner (other than NBrella) of all right, title and interest in the Intellectual Property and the Technology; (b) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Technology or agreed to do so; (c) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1; (d) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Technology; and (e) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

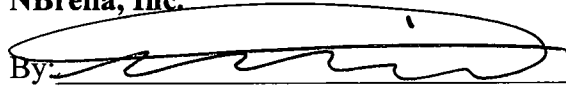
6. Miscellaneous

This Agreement is not assignable or transferable by MPA without the prior written consent of NBrella; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). 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. 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 otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to NBrella and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by MPA without NBrella's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual

understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

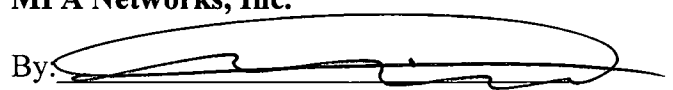
NBrella, Inc.

By: 

Name: MICHAEL PRICE

Title: President, NBrella, Inc.

MPA Networks, Inc.

By: 

Name: MICHAEL PRICE

Title: President, MPA NETWORKS, Inc.

EXHIBIT A
TO
TECHNOLOGY ASSIGNMENT AGREEMENT

1. Technology

The cloud data protection program.

2. Intellectual Property

Intellectual Property, as defined in Section 1 of the Agreement, includes without limitation the following:

- a. NBRELLA
 - Serial Number: 77808480
 - Filing Date: August 19, 2009
 - Registration Number: 4143035
 - Registration Date: May 15, 2012
- b. NBRELLA
 - Serial Number: 77763121
 - Filing Date: June 18, 2009
 - Registration Number: 4143006
 - Registration Date: May 15, 2012
- c. INDELIBLE SYNCH
 - Serial Number: 77900505
 - Filing Date: December 23, 2009
- d. USPTO Patent Application Number: 12/950,454
- e. PCT International Application Number: PCT/US10/57641