

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
The Seva Group, Inc.		12/12/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Mind Over Machines, Inc.		
Street Address:	10451 Mill Run Circle #900		
City:	Owings Mill		
State/Country:	MARYLAND		
Postal Code:	21117		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3919407	THE SEVA GROUP	
Registration Number:	3173655	EXIMER TECHNOLOGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202.344.4000		
Email:	adprice@venable.com, alpittman@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Andrew D. Price		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	37695.341588		
NAME OF SUBMITTER:	Andrew D. Price		
Signature:	/Andrew D. Price/		

CH \$65.00 3919407

Date:

12/21/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 19, 2012, by THE SEVA GROUP, INC., a Maryland corporation (the "Assignor").

WHEREAS, the Assignor is a party to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated December 12, 2012, by and among Assignor, Mind Over Machines, Inc., a Maryland corporation, (the "Assignee"), and Christopher K. Long;

WHEREAS, this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related intellectual property and goodwill of the business connected with the use of the trademark-related intellectual property that constitutes a portion of the Purchased Assets (as identified in Section 2.01 of the Asset Purchase Agreement), which intellectual property is listed in Exhibit A annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee Assignor's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property;

WHEREAS, Assignee is desirous of acquiring Assignor's entire, right, title, interest, benefits and privileges and goodwill in and to the Trademark-Related Intellectual Property;

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants contained herein, and in consideration of the Purchase Price (as identified in Section 2.05 of the Asset Purchase Agreement), and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Effective as of 12:00 a.m. (Eastern Standard Time) on December 19, 2012 (the "Effective Time"), Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to, the associated United States and foreign federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to renew any registrations, the right to apply for trademark, service mark or trade dress

registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement that are applicable to the Trademark-Related Intellectual Property are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Further Actions. At Assignee's expense, Assignor hereby covenants and agrees to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment. Assignor hereby binds its legal representatives, agents, officers, parent corporations, subsidiary corporations, as well as Assignor, to do, upon Assignee's reasonable request and at Assignee's expense, but without additional consideration to Assignor or said legal representatives, agents, officers, parent corporations, subsidiary corporations, all acts reasonably serving to assure that the Trademark-Related Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and affidavits in form and substance as may be reasonably requested by Assignee to effectuate the assignments contemplated by this Assignment; and, with respect thereto, to communicate to Assignee all material facts known to Assignor relating to the Trademark-Related Intellectual Property or the history thereof.

5. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

(d) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the Assignee and its successors and, if applicable, permitted assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any Person other than the Assignor or Assignee.

(e) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

(f) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by the Assignor and the Assignee. With regard to any power, remedy or right provided in this Assignment or otherwise available to the Assignor or Assignee, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on the following page]

IN WITNESS WHEREOF, the party hereto has caused this Trademark Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

THE SEVA GROUP, INC.

By: Christopher K. Long

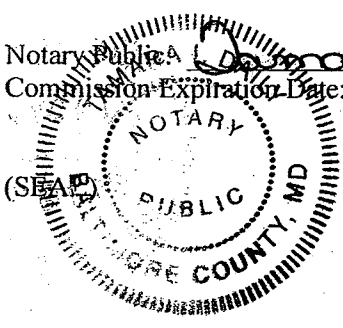
Name: CHRISTOPHER K. LONG

Title: PRESIDENT

County of Baltimore)
State of Maryland)

On this 19th day of December, 2012, before me a Notary Public in and for the County and State aforesaid, personally appeared Christopher K. Long to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public Dorinda E. Sauer
Commission Expiration Date: 3/3/16



ASSIGNEE:

MIND OVER MACHINES, INC.

By: Thomas W. Loveland

Name: _____

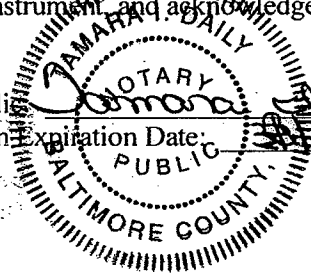
Title: _____

County of Baltimore)

State of Maryland)

On this 19th day of December, 2012, before me a Notary Public in and for the County and State aforesaid, personally appeared Thomas W. Loveland to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public Jamara J. Davy
Commission Expiration Date: 2/16



(SEAL)

EXHIBIT A

Trademark-Related Intellectual Property

Trademark	Serial No.	Federal Registration No.	Registration Date	Status
SevaCM	76-534802	2,868,884	August 3, 2004	Cancelled
Online Marketing Suite				
The Seva Group	85-067538	3,919,407	February 15, 2011	Live
The Seva Group	75-844027	2,796,462	December 23, 2003	Cancelled
EXIMER Technology Solutions	78-723286	3,173,655	November 21, 2006	Live