

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
Mozes, Inc.		01/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ePrize, Inc.		
Street Address:	One ePrize Drive		
City:	Pleasant Ridge		
State/Country:	MICHIGAN		
Postal Code:	48069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85622191	MOZES CONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4122883008		
Email:	chughes@reedsmith.com, ptoipinbox@reedsmith.com		
Correspondent Name:	Clay P. Hughes		
Address Line 1:	P.O. Box 488		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
ATTORNEY DOCKET NUMBER:	968741.20113/13-10049-US		
NAME OF SUBMITTER:	Clay P. Hughes		
Signature:	/Clay P. Hughes/		
Date:	03/14/2013		

OP \$40.00 85622191

Total Attachments: 9

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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of January 15, 2013 by and between Mozes, Inc., a Delaware corporation (the "Assignor"), and ePrize, Inc., a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor, the Assignee, and the other parties thereto, have executed and delivered an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Acquired Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all Intellectual Property included in the Acquired Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee all of Assignor's right, title and interest in and to all Intellectual Property included in the Acquired Assets (including, but not limited to, the trademark applications and registrations and copyrights listed on Exhibit A hereto and the domain names listed on Exhibit B hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer

all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignor or by third parties on Assignor's behalf, including, but not limited to, those domain names set forth on Exhibit B hereto (the "Domain Names").

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, covenants, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder (a) to any lender or financing source, (b) in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise, or (c) in connection with a permitted assignment of the Purchase Agreement.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

MOZES, INC.

By: 
Name: DORALAN PORTER
Title: CEO

ASSIGNEE:

EPRIZE, INC.

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

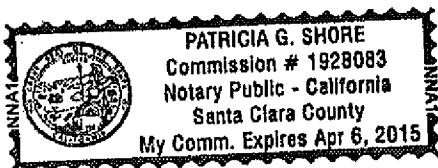
State of California

County of Santa Clara

On January 10, 13 before me, Patricia G. Shore
Date Name and Title of the Officer

Personally appeared DOREEN PORTER
Name(s) of Signer(s)

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 entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia G. Shore

OPTIONAL

Description of Attached Document

Title or Type of Document: Assignment + Assumption of Intellectual Property Agreement


Document Date: January 11, 2013 Number of Pages: 5

Signer(s) Other Than Named Above: EPURE, INC.

[Signature Page to IP Assignment Agreement]

ASSIGNEE:

EPRIZE, INC.

By: 
Name: Mathew Wise
Title: Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF Michigan)
COUNTY OF Oakland) SS:

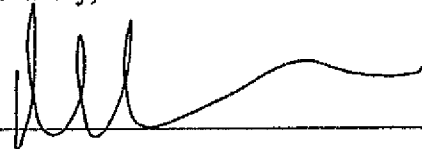
Before me a Notary Public in and for said County and State personally appeared Matthew Wise, as the Chief Executive Officer of ePrize, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 15 day of January, 2013.

My Commission expires:

4/9/16

Signed:



Printed:

Michelle Komorn

MICHELLE KOMORN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires April 09, 2016
Acting in the County of Oakland

EXHIBIT A

I. Trademarks

All registered and unregistered trademarks, services marks, trade dress, trade styles, logos, trade names, and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith.

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Mozes	Mozes, Inc.	REGISTERED	3490416	August 19, 2008

PENDING TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial Number</u>	<u>Filing Date</u>

PROPOSED TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial Number</u>	<u>Filing Date</u>
Mozes Connect	Mozes, Inc.	Non-final office action	85622191	May 10, 2012

II. Copyrights

All copyrightable works and copyrights and all applications, registrations and renewals in connection therewith.

All product packaging with associated literature including, but not limited to, advertising as each may be marked with a copyright symbol. Such copyrights are unregistered.

EXHIBIT B

I. Email Addresses:

All mailing addresses associated with mozes-inc.com, hosted by Google Apps.

II. Websites:

Website	URL	Comments
Mozes	www.mozes.com	

III. Domain Names:

Service	Account Number	Expiry	Type	Account Holder
GoDaddy	12798642			Mozes, Inc.
mozes-inc.com		2/21/2014		
mobilestudentalerts.com		4/19/2013		
textcampusalerts.com		4/19/2013		
hurricaneinteractivepromotions.com		8/1/2013		
sendittomyphone.com		8/18/2014		
Register.com	mozesdnsadmin			Mozes, Inc.
hitamovingtarget.com		5/20/2013		
hitamovingtarget.net		5/20/2013		
hitamovingtarget.org		5/20/2013		
mozesconnect.com		5/20/2013		
mozesconnect.net		5/20/2013		
mozesconnect.org		5/20/2013		
mozeslive.com		5/20/2013		
mozeslive.net		5/20/2013		
mozeslive.org		5/20/2013		
mozesnetwork.com		5/20/2013		
mozesnetwork.net		5/20/2013		
mozesnetwork.org		5/20/2013		
mymozes.com		5/20/2013		
mymozes.net		5/20/2013		
mymozes.org		5/20/2013		
mozes.com		5/24/2015		
mozesmob.com		10/1/2015		