

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	04/06/2012																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 202393530</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 202.638.6666</p> <p>Email: trademark@jhip.com,smoskowitz@jhip.com</p> <p>Correspondent Name: Simor L. Moskowitz</p> <p>Address Line 1: 400 7th Street, NW</p> <p>Address Line 2: 6th Floor</p> <p>Address Line 4: Washington, DISTRICT OF COLUMBIA 20004</p>																											
ATTORNEY DOCKET NUMBER:	T39384US0																										
NAME OF SUBMITTER:	Simor L. Moskowitz																										

Signature:	/Simor L. Moskowitz/
Date:	04/02/2013
Total Attachments: 1 source=Geomate JR. Assign#page1.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of March 28, 2013, by and between Apisphere, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Assignor"), and Brand 44 Trading, LLC, a limited liability company organized and existing under the laws of the State of Colorado, whose address and principal place of business is 169 Corona Street, Denver, CO 80218 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademark GEOMATE JR. and GEOMATE JR. & DESIGN, and the U.S. registration(s) therefor, No. 3,776,918 issued April 20, 2010 (the ASSIGNED MARKS); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated April 6, 2012, pursuant to which it was intended and agreed that Assignor assign to Assignee all right, title and interest in and to the ASSIGNED MARKS, together with the goodwill of the business associated therewith; and

WHEREAS, Assignor did assign the ASSIGNED MARKS to Assignee, but no written assignment in recordable form was executed, and the parties wish to now confirm the actual assignment and effect its recordation in the U.S. Trademark Office assignment records.

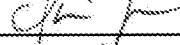
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, *nunc pro tunc* as of April 6, 2012, all right, title and interest in and to the ASSIGNED MARKS and the identified registration(s) therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

Assignor further agrees that it will execute and/or to arrange for execution of any additional documents (including, without limitation, electronically), and/or take any further steps reasonably necessary to effect and complete formal transfer requirements as to the ASSIGNED MARKS.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused their names to be signed by their duly authorized officers.

APISPHERE, INC.

Dated: March 28, 2013

By: 
(Name) John Tompkins
(Title) Vice President

Accepted:
Brand 44 Trading, LLC

By: Tom walker VP
(Name)
(Title)

March 28, 2013