

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
Infinias, LLC		08/29/2012	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Infinias, Inc.		
Street Address:	11000 N. Mopac Expressway, Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3074518	INTELLI-M	
CORRESPONDENCE DATA			
Fax Number:	5128538801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512-853-8800		
Email:	dkgpto@intprop.com		
Correspondent Name:	Dwayne K. Goetzel		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		
ATTORNEY DOCKET NUMBER:	6001-03800		
NAME OF SUBMITTER:	Dwayne K. Goetzel		
Signature:	/Dwayne K. Goetzel/		

Date:

07/09/2013

Total Attachments: 6

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (this "Assignment") is executed and delivered as of August 29, 2012, by and between infinias, LLC, an Indiana limited liability company (the "Company") and Infinias, Inc., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, the Company holds all right, title and interest in and to the trademarks, service marks and trade names, together with the goodwill of the business associated therewith, identified in the attached Schedule A (the "Marks");

WHEREAS, the Company is the owner of the registered copyrights identified in the attached Schedule B (collectively, the "Copyrights"); and

WHEREAS, the Company in connection with the transactions contemplated by that certain Asset Purchase Agreement by and among the Company, Buyer, Observint Technologies, Inc., a Delaware corporation, and Wayne Jared, dated on or about the date hereof (the "Asset Purchase Agreement"), desires to assign to Buyer all of its right, title and interest in the Marks and the Copyrights.

NOW, THEREFORE, in consideration of the premises and consideration set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Marks. The Company does hereby sell, assign, convey and transfer unto Buyer, its successors, assigns, and legal representatives, the Company's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries and jurisdictions and free of all liens (other than Permitted Liens (as defined in the Asset Purchase Agreement)), in and to the Marks, together with the goodwill of the business associated therewith (including any common law rights that may exist and are associated therewith), the same to be held and enjoyed by said Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

2. Copyrights. The Company hereby sells, transfers, conveys and assigns to Buyer the Company's entire right, title and interest in and to the Copyrights, the right to renew the registrations or reservations for such Copyrights, and every priority right that is or may be predicated upon or arise from said Copyrights, to be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by the Company if this Assignment had not been made. The Company hereby authorizes the respective registrars of the Copyrights to transfer the ownership and control of the Copyrights to Buyer.

3. General Provisions. The Company shall provide each of Buyer, its affiliates, and their successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) at Buyer's request: (1) in the preparation and prosecution of any applications or registrations covering the trademark rights and copyright rights assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the copyright or trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the copyright or

trademark rights assigned by this Assignment; or (3) in the implementation or perfection of this Assignment; provided that such obligation of the Company under this Section shall not require the Company to incur any cost or expense to which the Company does not separately consent, in its sole discretion.

*[Remainder of page intentionally left blank;
Signatures appear on following page]*

IN WITNESS WHEREOF, each of the Company and Buyer has caused this Agreement to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

THE "COMPANY":

INFINIAS, LLC

By: _____

Name: LAVAN SAKED

Title: PRESIDENT

"BUYER":

INFINIAS, INC.

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, each of the Company and Buyer has caused this Agreement to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

THE "COMPANY":

INFINIAS, LLC

By: _____

Name: _____

Title: _____

"BUYER":

INFINIAS, INC.

By:  _____

Name: BRIAN C WOOD

Title: CEO

SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

SCHEDULE A

Intellectual Property	Jurisdiction of Registration	Date of Application / Registration	Application / Registration Number	Current status	Summary of all proceedings
INTELLI-M (trademark)	United States of America	3/28/06	3074518	Live	N/A

SCHEDULE B

N/A