

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
Gumiyo, Inc.		04/05/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Talus Labs, LLC		
Street Address:	160 Inverness Drive West, Suite 400		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85755163	GUMIYO	
Serial Number:	85755201	MYSITEANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	8884083780		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 672-0103		
Email:	cignelzi@kkofirm.com		
Correspondent Name:	Kendall Koenig & Oelsner PC		
Address Line 1:	2060 Broadway Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	BERRY/GUMIYO		
NAME OF SUBMITTER:	Chris Ignelzi		
Signature:	/s/ Chris Ignelzi		

Date:

08/02/2013

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of April 5, 2013, is made between Gumiyo, Inc., a California corporation (the "Assignor") and Talus Labs, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of April 5, 2013 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Seller Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign and the Assignee has agreed to acquire the Seller Intellectual Property.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to all of the Seller Intellectual property owned by Assignor, and set forth on **Exhibit A** hereto, and the registrations therefor, together with all rights to damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the Assignor associated with the Intellectual Property.

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. Where appropriate, Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the Assignee and owner of the Seller Intellectual Property.

4. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof.

5. This Assignment of Intellectual Property shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment of Intellectual Property will be governed by and construed in accordance with the domestic laws of the State of California for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule

(whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

7. This Assignment of Intellectual Property may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree and acknowledge that delivery of a signature by facsimile transmission or by e-mail in portable document format (.PDF) shall constitute execution by such signatory and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

TALUS LABS, LLC

By: 

Name: W. Aaron Bowlds

Title: General Counsel

GUMIYO, INC.

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO ASSIGNMENT OF IP

TRADEMARK
REEL: 005084 FRAME: 0337

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first set forth above.

Talus Labs, LLC

By: _____
Name:
Title:

Gumlyo, Inc.

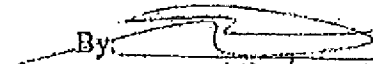
By:  _____
Name: Shih-Li Loh
Title: CEO

Exhibit A

Trademark Application: MARK: Gumiyo (Standard Characters, mark.jpg) ser. # 85755163

Trademark Application: MARK: mysiteanywhere (Standard Characters, mark.jpg) ser. #
85755201

**** Redacted copy of Exhibit A ****