

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCD Software, LLC		06/30/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	XHCD Management, LLC		
Street Address:	6701 Carmel Road, #115		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28226		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4307954	XTREAMNEW	
Registration Number:	4307953	XTREAMMBM	
Registration Number:	4307952	XTREAMSEARCH	
Registration Number:	4307951	XTREAMSALES	
Registration Number:	4250064	XTREAMPOWER	
Registration Number:	4250062	XTREAMSERVICE	
Registration Number:	4250059	SIMPLIFYING THE AUTOMOBILE DEALERSHIP IN	
Registration Number:	4250056	XS	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(919) 286-8041		

OP \$215.00 4307954

Email: EAR-PTOTMCorrespondence@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive, Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	038211.001
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/ellenarubel/
Date:	10/01/2013

Total Attachments: 5  
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of June 30, 2012, by and between HCD Software, LLC, a North Carolina limited liability company ("Assignor") and XHCD Management, LLC, a Nevada limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor was the owner of all right, title, and interest in and to the patents and patent applications identified on Exhibit A (collectively, the "Patents") and the trademarks, service marks, and the associated registrations and applications for registration identified on Exhibit B (collectively, the "Trademarks");

WHEREAS, effective June 30, 2012, Assignor assigned to Assignee all of Assignor's worldwide right, title, and interest in and to the Patents and Trademarks (the "IP Assignment") pursuant to agreements between Assignor and Assignee;

WHEREAS, Assignor and Assignee now wish to formalize the terms of the IP Assignment and record Assignee as the sole and exclusive owner of the Patents and Trademarks with all appropriate worldwide agencies;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the agreement between Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. Assignment of Patents.

1.1 Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, free of all encumbrances, all worldwide right, title and interest of Assignor in and to the Patents and the inventions claimed therein, including: (i) all original, reissued, and reexamined letters patent that originate therefrom in this and in foreign countries, (ii) all rights of priority relating thereto, (iii) all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries, and all original, reissued, and reexamined letters patents that may issue from said continuation, divisional, continuation-in-part and substitute applications, and (iv) the rights to all income derived from the Patents, including the right to sue for past infringement thereof and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

1.2 Assignor hereby authorizes the Commissioner for Patents of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Patents and all letters patent issuing from the aforementioned patent applications.

#### 2. Assignment of Trademarks.

2.1 Assignor hereby sells, assigns and transfers, and sets over unto Assignee, its successors and assigns, free of all encumbrances, all worldwide right, title and interest of Assignor in and to the Trademarks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions

and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom for its own use and behalf and for the use and behalf of its successors and assigns; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Trademarks.

3. **Further Assurances.** Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Patents and Trademarks to (i) obtain and enforce patent, trademark or other legal protection of any Patents or Trademarks in the United States or in a foreign country; (ii) give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to executing all documents necessary to register in the name of Assignee the assignment of the Patents and Trademarks with the appropriate government offices; and (iii) enforce Assignee's interest in the Patents and Trademarks.

4. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the state of North Carolina, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**HCD Software, LLC**

By: 

Name: CHARLES V. RICKS

Title: MANAGER

**XHCD Management, LLC**

By: 


Name: CHARLES V. RICKS

Title: MANAGER

**EXHIBIT A - Patents**

<b>Country</b>	<b>Title</b>	<b>Application No. (Date)</b>	<b>Publication No. (Date)</b>	<b>Patent No.</b>
USA	Generating Customer-Specific Vehicle Proposals For Vehicle Service Customers			8,355,950
USA	Methods, Apparatus And Computer Program Products For Targeted And Customized Marketing Of Prospective Customers	12/626013 (1/25/2009)	20100217616 (8/26/2010)	Pending
USA	Methods, Apparatus And Computer Program Products For Targeted And Customized Marketing Of Current Or Pending Vehicle Service Customers	13/294804 (11/11/2011)	20120059725 (3/8/2012)	Pending

**EXHIBIT B - Trademarks**

<b>Country</b>	<b>Mark Name</b>	<b>Application Nos. (Date)</b>	<b>Reg. No.</b>
USA	XTREAMNEW	85/600,060 (4/17/2012)	4,307,954
USA	XTREAMMBM	85/600,033 (4/17/2012)	4,307,953
USA	XTREAMSEARCH	85/600,005 (4/17/2012)	4,307,952
USA	XTREAMSALES	85/599,985 (4/17/2012)	4,307,951
USA	XTREAMPOWER	85/600,048 (4/17/2012)	4,250,064
USA	XTREAMSERVICE	85/599,998 (4/17/2012)	4,250,062
USA	SIMPLIFYING THE AUTOMOBILE DEALERSHIP INDUSTRY	85/599,949 (4/17/2012)	4,250,059
USA	XS & Design 	85/599,923 (4/17/2012)	4,250,056