

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
New Cloud Technologies, LLC		10/03/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	ILOKA, Inc.		
Street Address:	160 Inverness Drive West		
Internal Address:	Suite 100		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77586554	NEW CLOUD TECHNOLOGIES	
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>			
Email:	stewart@hassancables.com		
Correspondent Name:	Stewart Cables		
Address Line 1:	1035 Pearl Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	Stewart Cables		
Signature:	/Stewart Cables/		
Date:	10/04/2013		
Total Attachments: 2 source=Assignment of Trademark#page1.tif source=Assignment of Trademark#page2.tif			

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is entered into as of the latest date set forth below, by and between New Cloud Technologies, LLC, a Maryland Limited Liability Company ("Assignor") and ILOKA, Inc., d/b/a Microtech-Tel, a Delaware Corporation ("Assignee").

**WHEREAS**, Robert Smout is 100% owner of Assignee and, as Managing Member of Assignee, is wholly authorized to act on behalf of Assignee in all matters related to this Assignment; and

**WHEREAS**, Assignor is the owner of the actual trademark identified as follows: **NEW CLOUD TECHNOLOGIES**, a standard character mark registered with the US Patent and Trademark Office ("USPTO") on November 23, 2010, Registration Number 3881797, Serial Number 77586554 (the "Trademark"); and

**WHEREAS**, Assignee wishes to acquire the entire rights, title and interest in the Trademark in perpetuity;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties acknowledge and agree as follows:

1. **Assignment.** Assignor does hereby assign to Assignee, and the Assignee hereby accepts from the Assignor, all rights, title, and interest, including but not limited to all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth above, Assignor shall pay Assignee the sum of TEN THOUSAND DOLLARS (\$10,000.00) upon the execution of this Assignment and registration of this Assignment with USPTO.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, including but not limited to Internet websites, domain addresses, and anything else otherwise related to the Trademark;
- (c) The Trademarks is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark.
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.
- (h) Assignor will fully and finally satisfy any obligations to the State of Maryland regarding New Cloud Technologies, any Secretary of State registration fees due, and any outstanding tax liabilities.

4. **Attorney Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Assignment contains and constitutes the entire understanding of the agreement of the parties concerning the transactions contemplated hereby. All negotiations between the parties are merged into this Assignment, and there are no representations, covenants, warranties, understandings or agreements, oral or otherwise, in relation thereto between the parties, other than those incorporated herein and delivered hereunder.

6. **Amendment.** This Assignment may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Assignment.

7. **Severability.** If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by ruling.

8. **Agreement to Perform Necessary Acts.** Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

9. **Governing Law.** The parties agree that this Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of Colorado, and consent to the jurisdiction of the City and County of Denver District Court.

10. **Binding Effect:** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, agents and brokers.

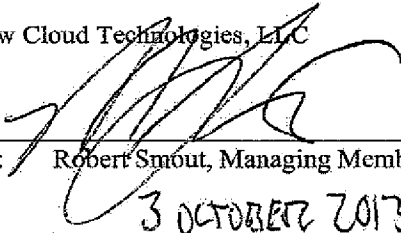
11. **Facsimile and Electronic Counterparts:** Signatures on this Assignment may be communicated by facsimile and/or electronic mail transmission and shall be binding upon the parties transmitting the same.

12. **Acceptance of Terms of This Assignment:** The parties have read this Assignment, and their signatures below indicate their acceptance of the terms of this Assignment, and that they have found the terms of this Assignment to be fair and not unconscionable.

**AGREED TO AND ACCEPTED BY:**

**ASSIGNOR:**

New Cloud Technologies, LLC

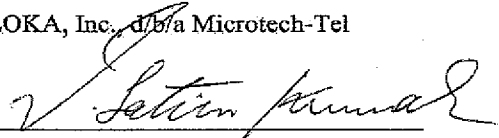
By:   
Robert Smout, Managing Member

Date

3 OCTOBER 2013

**ASSIGNEE:**

ILOKA, Inc. d/b/a Microtech-Tel

By:   
Sam Kumar, President and CEO

Date

3/10/2013