

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
BLUEHAWK NETWORKS, INC.		04/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	INSITESOURCE CORPORATION		
Street Address:	19925 Stevens Creek Blvd.		
Internal Address:	Suite 100		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3950590	INSITE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	306316-129 BLUEHAWK BOS		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$40.00 3950590

Date:

10/25/2013

Total Attachments: 4

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SECURED PARTY BILL OF SALE

Date: April 13, 2012

In consideration of the receipt by Montage Capital, LLC ("Secured Party") of the consideration set forth below, Secured Party hereby sells, transfers and assigns to INSITEsource Corporation ("Purchaser"), and Purchaser hereby accepts delivery of, all the right, title and interest of Bluehawk Networks Inc., a Delaware corporation ("Debtor"), in and to the "Collateral", as defined in and described on attached Exhibit A.

1. Consideration. The aggregate consideration to be paid or provided by Purchaser to Secured Party for the purchase of the Collateral is \$925,000.00.

2. Representations and Warranties of Secured Party. Secured Party represents and warrants to Purchaser as follows:

(a) Secured Party holds a valid security interest in the Collateral, and to its knowledge, based solely upon the results of a Uniform Commercial Code search request of the office of the Secretary of State of the State of Delaware certified on March 8, 2012, there are no outstanding security interests of record that are superior to the security interest of such Secured Party in the Collateral other than the security interests of GE Commercial Distribution Finance Corporation and Arrow Enterprise Computing Solutions, Inc.

(b) Debtor is in default of its obligations to such Secured Party, and such Secured Party is entitled to sell the Collateral under the terms of a written security agreement between Debtor and such Secured Party, the provisions of the Division 9 of the California Uniform Commercial Code (the "California UCC"), and other applicable laws.

(c) The disposition of the Collateral effected by this Secured Party Bill of Sale transfers to Purchaser all of Debtor's rights therein, discharges such Secured Party's security interest, and discharges any security interests or liens subordinate to the security interest of such Secured Party.

3. Disclaimer of Warranties. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 1 ABOVE, PURCHASER AGREES THAT THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. PURCHASER AGREES THAT THE COLLATERAL IS PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

4. **Independent Inspection.** Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its knowledge of the value and condition of the Collateral. Purchaser agrees that Secured Party has not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and is not now and were not previously under any duty to do so. Purchaser agrees that the Secured Party has not made any warranty or affirmation of fact, promise, description, model or sample of the Collateral.

5. **Delivery of Possession.** Secured Party shall be under no obligation to cause delivery of control or possession of the Collateral to Purchaser. Purchaser understands and acknowledges that Debtor, and not Secured Party, is in possession and control of the Collateral.

6. **Taxes and any Other Charges Related to the Sale.** Purchaser shall be responsible for all sales, use, gross receipts, registration, transfer, stamp duty, and similar taxes and notarial fees assessed or payable in connection with or attributable to the sale of the Collateral to Purchaser under this Secured Party Bill of Sale.

7. **Indemnity.** Purchaser shall defend and indemnify Secured Party from any claims or liabilities (including reasonable attorneys fees) arising in connection with any claim by a person or entity with a lien on, or security interest in, the Collateral.

8. **Further Assurances.** Secured Party agrees, at the sole expense of Purchaser, to do and perform or cause to be done and performed all such further acts and things and to execute and deliver all such other agreements, certificates, instruments and documents as Purchaser may reasonably request to carry into effect the intents and purposes of this Secured Party Bill of Sale.

9. **Counterparts.** This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature or other means of electronic transmission, and such signature shall be treated as a fully enforceable signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Secured Party Bill of Sale as of the date first above written.

Secured Party:

MONTAGE CAPITAL, LLC

By: 

Name: Damon Doe

Title: MANAGING DIRECTOR

Purchaser:

INSITESOURCE CORPORATION

By: 

Name: Michael DeL Grosso

Title: CEO

Exhibit "A"
To
Secured Party Bill Of Sale

"Collateral" means all of Debtor's personal property, whether now owned or hereafter acquired, including without limitation all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles (including intellectual property, patents, copyrights, trademarks, and goodwill), goods, fixtures, instruments, inventory, financial assets, investment property, letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and all products and proceeds thereof, as defined in this Agreement and the Uniform Commercial Code.