

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
digEcor, Inc.	FORMERLY Aircraft Protective Systems, Inc.	08/12/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	digEcor I.P. and Assets Pty. Ltd.
Street Address:	P.O. Box 5236
City:	West End, Queensland
State/Country:	AUSTRALIA
Postal Code:	4104
Entity Type:	proprietary limited company: AUSTRALIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4082566	MILL CREEK SHOPPE
Registration Number:	2995842	DIGEPLAYER
Registration Number:	3360604	DIGECOR
Serial Number:	78752542	DIGESYSTEM
Serial Number:	78282410	DIGEPLAYER

CORRESPONDENCE DATA

Fax Number: 8015340058  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 8015323333  
 Email: ndeforge@vancott.com  
 Correspondent Name: Nicole Deforge, Van Cott  
 Address Line 1: 36 South State, Suite 1900  
 Address Line 4: Salt Lake City, UTAH 84111

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	NICOLE M. DEFORGE
Signature:	/NICOLE M. DEFORGE/
Date:	11/01/2013

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 12 day of August, 2013 (the "Execution Date"), by and between digEcor, Inc., a Washington corporation formerly known as Aircraft Protective Systems, Inc. ("digEcor"), and digEcor I.P. and Assets Pty. Ltd., a proprietary limited company organized under the laws of Queensland Australia ("I.P. Purchaser"). digEcor and I.P. Purchaser are, collectively, sometimes referred to herein as the "Parties" and, individually, as a "Party".

**RECITALS:**

A. WHEREAS, digEcor has adopted, used and is using, and is the owner of all rights, titles and interests in and to (a) various trademarks, including, but not limited to, the trademarks identified on Exhibit "A" attached hereto and any designs incorporating the trademarks identified thereon (collectively, the "Trademarks"); (b) along with the applications for registration of various Trademarks identified on Exhibit "A" (the "Trademark Applications"); and (c) the U.S. Trademark Registrations identified on Exhibit "A" (the "Trademark Registrations"), and has developed goodwill of the business symbolized by and associated with the Trademarks (the "Goodwill"); and

B. WHEREAS, digEcor has rights to use or is using, and currently holds all rights, titles and interests in and to various Internet domain names, including, but not limited to, the Internet domain names identified on Exhibit "B" attached hereto (collectively, the "Domain Names"), along with (b) all registrations for any of the Domain Names, (c) the rights to bring actions relating to the Domain Names, including, without limitation, the rights to bring actions for any and all past infringements, misuses or unauthorized uses of the Domain Names (collectively, the "Associated Domain Name Rights") and (d) the rights to collect and retain any proceeds ; and

C. WHEREAS, I.P. Purchaser desires to acquire the entire rights, titles and interests in and to the Trademarks, the Trademark Applications and the Trademark Registrations, along with any and all Goodwill and the Domain Names and Associated Domain Name Rights (collectively, the "Assigned I.P.").

NOW, THEREFORE, for good and valuable consideration by and between digEcor and I.P. Purchaser, the receipt and sufficiency of which are hereby acknowledged, digEcor does hereby:

SELL, ASSIGN AND TRANSFER to I.P. Purchaser all of digEcor's rights, titles and interests in and to the Assigned I.P.;

COVENANT AND AGREE to execute and deliver, at the request of I.P. Purchaser, such further documents and instruments of transfer and assignment and to take such other action as may be reasonably requested to more effectively consummate the assignments contemplated by this Agreement;

AUTHORIZE AND REQUEST the United States Commissioner of Patents and Trademarks, and authorized officials in countries outside of the United States of America, to grant and maintain trademark registrations to I.P. Purchaser as the owner of the entire right, title and interest in and to the Trademarks, the Trademark Applications, the Trademark Registrations and the Goodwill, for the sole use and enjoyment of I.P. Purchaser and its successors and assigns; and

AUTHORIZE AND REQUEST each appropriate Internet domain name registry to grant access to registrations for registrations for the Domain Names to I.P. Purchaser as the owner of the entire right, title and interest in and to the Domain Names, for the sole use and enjoyment of I.P. Purchaser and its successors and assigns.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto.

This Agreement constitutes the entire understanding and agreement by, between and among the Parties regarding the subject matter hereof and may not be altered or amended except by a written agreement signed by each of the Parties. All other prior or contemporaneous agreements, arrangements and understandings by, between and among the Parties (whether written or oral) regarding the subject matter hereof are expressly rescinded and superseded by this Agreement.

The Preamble and the Recitals set forth above and the Exhibits attached hereto are deemed to be incorporated into this Agreement by reference and made a part hereof.

The Section and subsection headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or to modify, define, expand or limit any of the terms, conditions or provisions hereof. All references herein to numbered Sections, unless otherwise indicated, are to Sections of this Agreement. Words and definitions in the singular shall be read and construed as though in the plural and vice versa, and words in the masculine, neuter or feminine gender shall be read and construed as though in either of the other genders where the context so requires. In the event of any ambiguity or if any dispute arises concerning the meaning or interpretation of this Agreement or of any term, condition or provision hereof, this Agreement shall be interpreted as a whole with reference to the relevant terms, conditions or provisions hereof and in accordance with its fair meaning. The construction of this Agreement shall not take into consideration the Party who drafted or whose agent or representative drafted any term, provision or portion of this Agreement. No rule or principal of construction shall be applied in connection with the interpretation of this Agreement that resolves ambiguities against the drafter of a document or instrument or any term, condition or provision thereof, and each of the Parties hereby waives the application of any such rule or principal of construction.

Any term, condition or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable in any state or jurisdiction shall

be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable any of the remaining terms, conditions or provisions of this Agreement. If any term, condition or provision of this Agreement is so broad as to be invalid or unenforceable under applicable law, such term, condition or provision shall be interpreted to be only so broad as is necessary in order to make such term, condition or provision valid and enforceable under applicable law.

This Agreement shall be governed by the laws of the State of Utah and the applicable laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state or jurisdiction. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY HEREBY SUBMITS TO SUCH COURT'S JURISDICTION AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR ANY PROCEEDING RELATED HERETO SHALL BE HEARD AND DETERMINED ONLY IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF ANY SUCH DISPUTE. EACH OF THE PARTIES HEREBY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER STATES OR JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW.

This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

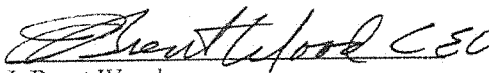
This Agreement may be executed by original signature and transmitted by facsimile, electronic mail (e-mail) (e.g., by way of a portable digital format (.pdf) document, etc.) or other transmission method, and when so executed and delivered shall be deemed to have been duly and validly executed and delivered, and shall be valid and effective for all purposes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be executed effective as of the Execution Date.


DIGECOR:

DIGECOR, INC.,  
a Washington corporation

By:   
J. Brent Wood  
Title: Chief Executive Officer

I.P. PURCHASER:

DIGECOR IP AND ASSETS PTY. LTD.,  
a proprietary limited company organized  
under the laws of Queensland Australia


By:   
David K. Withers  
Title: Director

SLC\_1368958

EXHIBIT "A"

TRADEMARKS, TRADEMARK APPLICATIONS, TRADEMARK REGISTRATIONS

Trademark	Application Number	Filing Date	Reg. Number	Reg. Date
MILL CREEK SHOPPE	85250422	2/24/2011	4082566	1/10/2012
DIGESYSTEM	78752542	11/11/2005		
DIGECOR	78752537	11/11/2005	3360604	12/25/2007
<b>digplayer</b>	78282409	8/4/2003	2995842	9/13/2005
<b>digplayer</b>	78282410	8/4/2003		
<b>digcor</b>	Unfiled			
GLIDE	Unfiled			
<b>GLIDE</b>	Unfiled			
The Swiss Army Knife of In-Flight Entertainment	Unfiled			

Trademark	Application Number	Filing Date	Reg. Number	Reg. Date
	Unfiled			
digital entertainment solutions	Unfiled			
digEcart	Unfiled			
digEpouch	Unfiled			



**EXHIBIT "B"**

**DOMAIN NAMES**

adspotmediaexchange.com  
adspotmx.com  
adspotsmx.com  
albionbasin.com  
cpmexchange.com  
diecutrepairs.com  
digecon.com  
digeplayer.com  
digerepairs.com  
digesystem.com  
fixheadphones.com  
mcsnoppe.com  
millcreekshop.com  
millcreekshoppe.com  
pointfuzion.com  
pointfusion.com  
pointsexchange.com