## 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
Jason W Hunt		11/08/2013	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Clarifi Technology, Inc
Doing Business As:	Clarifi Technology
Street Address:	897 Bowie Dr
City:	Lavon
State/Country:	TEXAS
Postal Code:	75166
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4424389	CLARIFI

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6237765459
Email: jwhunt@clarifi.net
Correspondent Name: Jason Hunt
Address Line 1: 5228 W SPUR DR

Address Line 4: PHOENIX, ARIZONA 85083

NAME OF SUBMITTER:	Jason W Hunt
Signature:	/Jason W Hunt/
Date:	11/09/2013

TRADEMARK REEL: 005151 FRAME: 0336

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## Total Attachments: 6

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# Trademark Assignment

This **Trademark Assignment** (hereinafter referred to as the "Assignment") is made and entered into on November 08, 2013 (the "Effective Date") by and between the following parties:

Jason W Hunt 5228 W SPUR DR PHOENIX, Arizona 85083

(the "Assignor")

AND

Clarifi Technology, Inc a Delaware C-Corporation 897 Bowie Dr. Lavon, Texas 75166

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

#### 1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment,

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transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

#### 2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

#### 3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Arizona.

#### 4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

#### 5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

#### 6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR

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# Assignor Acknowledgement

State of ARIZONA	)	×
County of MARICOPA	)	
Sasm W. Hunt evidence to be the person whose na	ASSIGNOR, who pro ame is subscribed to the n his/her authorized capa-	Notary Public, personally appeared oved to me on the basis of satisfactory within instrument and acknowledged to city, and that by his/her signature on h the person acted, executed the
I certify under PENALTY OF PER paragraph is true and correct.	UURY under the laws of	f the State of Arizona that the foregoing
WITNESS my hand and official se	al.	
Notary Public	(Nota	ary Seal)
1 19 17 My commission expires		MELISSA ARRIOLA NOTARY PUBLIC - ARIZONA Maricopa County My Commission Expires January 19, 2017

# Assignee Acknowledgement

State of ARIZONA	)	*	
County of MARICOPA	)		
evidence to be the person whose name	ASSIGNEE, who property as a subscribed to the his/her authorized cap	d Notary Public, personally appeared proved to me on the basis of satisfact he within instrument and acknowledge apacity, and that by his/her signature of hich the person acted, executed the	ory ed to
I certify under PENALTY OF PERJU paragraph is true and correct.	URY under the laws	s of the State of Arizona that the foreg	oing
WITNESS my hand and official seal	,		
Notary Public	(No	otary Seal)	
nowly I will			
r na th		MELISSA ARRIOLA	
My commission expires		NOTARY PUBLIC - ARIZONA Maricopa County My Commission Expires January 19, 2017	

#### PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:

Date: 8 NOV 7

Jason W Hunt

Assignee

By: Clarifi Technology, Inc

[Notary Acknowledgement to Follow]

## Exhibit A

## List of Trademark/Service Mark

Trademark/Service mark: CLARIFI

Registration/Application number: 4424389

Dated: October 29, 2013

**RECORDED: 11/09/2013** 

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