

## 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
Ascend Systems, LLC		11/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alcohol Monitoring Systems, Inc.		
Street Address:	1241 West Mineral Avenue, Suite 200		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80120		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4197009	GRYPHEX	
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>			
Phone:	303-839-8700		
Email:	reilly@iplawdenver.com		
Correspondent Name:	Ellen Reilly		
Address Line 1:	1325 East 16th Avenue		
Address Line 4:	Denver, COLORADO 80218		
ATTORNEY DOCKET NUMBER:	AMS		
NAME OF SUBMITTER:	Ellen Reilly		
Signature:	/ellen reilly/		

Date:

12/17/2013

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is between Ascend Systems, LLC (hereinafter referred to as ASSIGNOR), a limited liability company of the State of Delaware, with offices at 1035 Windward Ridge Parkway, Suite 575, Alpharetta, GA 30005, and Alcohol Monitoring Systems, Inc. (hereinafter referred to as ASSIGNEE), a corporation of the State of Delaware, with offices at 1241 West Mineral Ave., Suite 200, Littleton, CO 80120, and is delivered pursuant to the Asset Purchase Agreement dated November 20, 2013, by and among Assignee, as Purchaser and Ascend Holdings I, LLC and Gryphex, LLC as Sellers (the "Purchase Agreement").

Assignor has delivered this Trademark Assignment signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership to the United States trademark registration (the "Registration") and the mark therein (the "Mark") listed in Schedule 1 attached hereto and related rights described below and for the other purposes set forth in this Trademark Assignment. This Trademark Assignment supplements and is in addition to all other rights of the Assignee under the Purchase Agreement and any other instruments of transfer delivered in connection with the Purchase Agreement here.

Assignor is the sole and exclusive owner of the United States trademark Registration and Mark.

Assignee desires to acquire any and all rights that Assignor may have in and to said Registration and Mark, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to sue for, and recover for damages and profits for, past infringements thereof.

1. In consideration of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark and the Registration for the United States and throughout the world, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to sue for, and recover for damages and profits for, past infringements thereof.
2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require, in order to vest all of Assignor's rights, title, and interest in and to said Mark and Registration in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.
3. This Trademark Assignment (i) is irrevocable and effective upon the Assignor's signature to, and delivery of a signed copy of, this Trademark Assignment; (ii) benefits and binds the parties to the Purchase Agreement and their respective successors and assignees; and (iii) does not modify or affect, and is subject to, the provisions of the Purchase Agreement.



**SCHEDULE 1**

Trademark Registration and Mark, U.S.

<i>Trademark</i>	<i>Owner</i>	<i>Country</i>	<i>Registration Number/ Serial Number</i>	<i>Registration Date/ Filing Date</i>
GRYPHEX	Ascend Systems, LLC	US	4,197,009/85366935	August 28, 2012/July 8, 2011