

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303241

| | | | |
|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Signature Solutions, LLC | | 03/14/2014 | LIMITED LIABILITY COMPANY: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | MDI Achieve, Inc. | | |
| Street Address: | 10900 Hampshire Avenue South | | |
| City: | Bloomington | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55438 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3696444 | RIGHT CLICK SOFTWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173453299 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 617345300 | | |
| Email: | trademarks@burnslev.com | | |
| Correspondent Name: | Sara Beccia | | |
| Address Line 1: | 125 Summer Street | | |
| Address Line 2: | Burns & Levinson | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 27455.16 | | |
| NAME OF SUBMITTER: | Sara Beccia | | |
| SIGNATURE: | /Sara Beccia/ | | |
| DATE SIGNED: | 05/01/2014 | | |
| Total Attachments: 4 | | | |
| source=5-1 MDI-Signature - Trademark Assignment (executed)#page1.tif | | | |
| source=5-1 MDI-Signature - Trademark Assignment (executed)#page2.tif | | | |
| source=5-1 MDI-Signature - Trademark Assignment (executed)#page3.tif | | | |
| source=5-1 Right Click Schedule to Copyright and TM Assignments#page1.tif | | | |

CH \$40.00 3696444

TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made as of March 14, 2014, by and among Signature Solutions, LLC, a Texas limited liability company ("Assignor") and MDI Achieve, Inc., a Delaware corporation ("Assignee"). Assignee and Assignor are parties to that certain Asset Purchase Agreement, of even date herewith (the "Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

WHEREAS, Assignor has adopted, used, and is using the marks listed on Schedule 5.08(a) to the Agreement, which is incorporated herein by reference (the "Marks");

WHEREAS, Assignor currently uses and has a bona fide intent to continue to use the Marks in connection with the goods and/or services for which such Marks have been used; and

WHEREAS, Assignee is desirous of (i) acquiring all right, title, and interest, in, to, and under the Marks, including all goodwill associated therewith, and (ii) acquiring that portion of Assignor's business in which Assignor currently uses and has a bona fide intent to continue to use the Marks; and the Assignor is desirous of selling, assigning, transferring, granting, and setting over to the Assignee all of his right, title, and interest, in, to and under the Marks, including all goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant, and set over to the Assignee and its successors and assigns all of the right, title, and interest worldwide, in, to and under the Marks, all goodwill associated therewith, together with that portion of Assignor's business in connection with which it uses and has a bona fide intent to continue to use the Marks, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant, and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles, and interests herein sold, assigned, transferred, granted, and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

[Signatures page follows]

This Assignment is subject to all of the terms, conditions, and limitations set forth in the Agreement, and in the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will prevail.

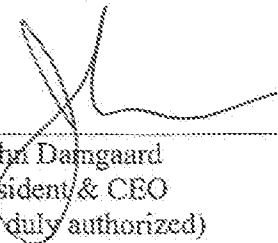
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as an instrument under seal as of the date written above.

ASSIGNEE:

ASSIGNOR:

MDI ACHIEVE, INC.

SIGNATURE SOLUTIONS, LLC

By: 
Name: John Dajugaard
Title: President & CEO
(hereunto duly authorized)

By: _____
Name: Steven Vick
Title: Manager
(hereunto duly authorized)

STATE OF _____)
COUNTY OF _____)

s.s:

On the ____ day of March, 2014, before me personally appeared Steven Vick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Manager of Signature Solutions, LLC and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, by his signature on the instrument.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires:

This Assignment is subject to all of the terms, conditions, and limitations set forth in the Agreement, and in the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as an instrument under seal as of the date written above.

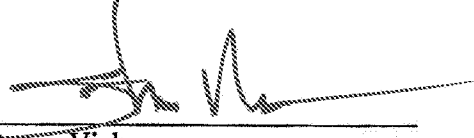
ASSIGNEE:

MDI ACHIEVE, INC.

ASSIGNOR:

SIGNATURE SOLUTIONS, LLC

By: _____
Name: John Damgaard
Title: President & CEO
(hereunto duly authorized)

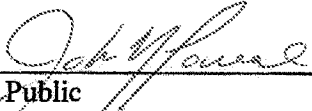
By:  _____
Name: Steven Vick
Title: Manager
(hereunto duly authorized)

STATE OF TEXAS)
COUNTY OF DALLAS)

s.s:

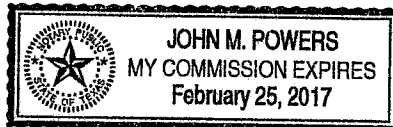
On the 11th day of March, 2014, before me personally appeared Steven Vick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Manager of Signature Solutions, LLC and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, by his signature on the instrument.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

My commission expires: FEB 25, 2017



4841-9356-7769.1

Schedule 5.08(a)**Trademarks, Copyrights, and Web Sites****Trademarks**

| Trademark Name | Country | Status | Application Serial No. | Registration Number | Filing Date | Registration Date |
|------------------------|----------------|---------------|-------------------------------|----------------------------|--------------------|--------------------------|
| "Right Click Software" | United States | Registered | 77342841 | 3,696,444 | Dec. 3, 2007 | Oct. 13, 2009 |

Copyrights

| Publication | Country | Status | Application Serial No. | Registration Number | First Publication | Registration Date |
|----------------------|----------------|---------------|-------------------------------|----------------------------|--------------------------|--------------------------|
| Right-Click Software | United States | Registered | 1-1263128371 | TX 7-803-026 | Jan. 1, 2008 | March 4, 2014 |

Websites and Domains

| Domain Name | Expiration Date | Registration entity |
|--------------------------|------------------------|----------------------------|
| right-click-software.com | September 4, 2016 | Network Solutions |
| right-click-software.net | October 14, 2015 | Network Solutions |
| rightclicklite.com | November 26, 2018 | Network Solutions |
| rightclicknow.com | November 26, 2018 | Network Solutions |
| riteclick.com | June 18, 2016 | Network Solutions |