

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314392

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vision Internet Providers, Inc.		08/15/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vision Technology Solutions, LLC		
<b>Street Address:</b>	11766 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 850		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3508007	VISION INTERNET	
<b>Registration Number:</b>	2945532	V VISION INTERNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145135130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	714-424-8215		
<b>Email:</b>	uspto-tm-oc@sheppardmullin.com		
<b>Correspondent Name:</b>	Carlo Van den Bosch c/o Sheppard Mullin		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Fourth Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	38SG-201247		
<b>NAME OF SUBMITTER:</b>	Carlo Van den Bosch		
<b>SIGNATURE:</b>	/cfv/		
<b>DATE SIGNED:</b>	08/18/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of the last undersigned date by and between Vision Internet Providers, Inc., a California corporation ("Assignor"), and Vision Technology Solutions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns two federal trademark registrations and corresponding common law trademark rights, for the following marks: Reg. No. 3,508,007 for the mark VISION INTERNET, and Reg. No. 2,945,532 for the mark V VISION INTERNET and Design, both in connection with Internet and website development, creation, design, maintenance, and hosting services (collectively, the "Marks"); and

WHEREAS, in partial consideration of Assignee's payment to Assignor of the consideration described in that certain Contribution and Restructuring Agreement, dated as of the date hereof, by and among Vision Holdings, LLC, a Delaware limited liability company, Assignor, Assignee and the Company Shareholders (as defined therein), which Assignee shall deliver to Assignor upon execution of this Assignment, Assignor desires to assign to Assignee, by recordable instrument, all of its right, title and interest in and to the Marks and their registration.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including Assignor's federal registrations and common law rights in the Marks, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

Assignor further hereby appoints Assignee as Assignor's attorney-in-fact to execute documents on behalf of Assignor for purposes of securing or recording the rights conveyed and intended to be conveyed in this instrument for the benefit of Assignee, its successors, legal representatives, and assigns.

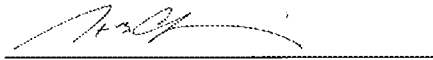
This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of California, without regard to its conflict of laws principles. This Assignment may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR  
VISION INTERNET PROVIDERS, INC.

ASSIGNEE  
VISION TECHNOLOGY SOLUTIONS,  
LLC



Name: Steven B. Chapin

Name: Jeffrey Kendig

Title: President

Title: Vice President

Date: August 15, 2014

Date: August \_\_, 2014

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005347 FRAME: 0316**

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR  
VISION INTERNET PROVIDERS, INC.

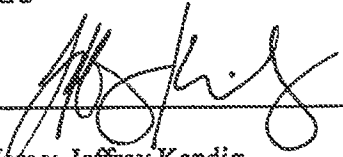
ASSIGNEE  
VISION TECHNOLOGY SOLUTIONS,  
LLC

\_\_\_\_\_

Name: Steven B. Chapin

Title: President

Date: August \_\_\_\_, 2014

  
\_\_\_\_\_

Name: Jeffrey Kendig

Title: Vice President

Date: August 15, 2014

[Signature Page to Trademark Assignment]