

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPLogic, Inc.		03/13/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Presidio Networked Solutions Group, LLC		
Street Address:	One Penn Plaza, Suite 2832		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3711015	IPLOGIC CONNECT COMMUNICATE COMPETE BETT	
Registration Number:	3191595	CONNECT COMMUNICATE COMPETE BETTER	
CORRESPONDENCE DATA			
Fax Number:	5852323528		
<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>			
Phone:	585-232-5300		
Email:	alockwood@boylancode.com		
Correspondent Name:	Alan S. Lockwood		
Address Line 1:	145 Culver Road, Suite 100		
Address Line 4:	Rochester, NEW YORK 14620		
NAME OF SUBMITTER:	Alan S. Lockwood		
SIGNATURE:	/Alan S. Lockwood/		
DATE SIGNED:	05/22/2015		
Total Attachments: 6			
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OP \$65.00 3711015

ASSIGNMENT OF TRANSFERRED IP ASSETS

This Assignment (this "Assignment") is made as of the 13th day of March, 2015, by and between IPLogic, Inc., a Delaware corporation (the "Assignor") and Presidio Networked Solutions Group, LLC, a Delaware limited liability company (the "Assignee"). The Assignor and Assignee are sometimes referred to herein individually as a "Party", and collectively, as the "Parties".

WITNESSETH:

WHEREAS, the Assignor, Assignee and CloudSmartz, Inc., a Delaware corporation and the owner of all of the equity interests in Assignor, are parties to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Acquired Assets (as defined in the Asset Purchase Agreement), including without limitation the Transferred IP Assets (as defined below); and

WHEREAS, Assignee wishes to acquire the entire and exclusive right, title and interest in and to the Transferred IP Assets and Assignor wishes to assign to Assignee all right, title and interest in and to the Transferred IP Assets.

NOW THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements of the Parties contained herein, payment by the Assignee of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions. Capitalized terms used in this Assignment but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

**ARTICLE II
TRANSFERRED IP ASSETS**

Section 2.01 Assignment. Assignor hereby irrevocably grants, transfers, sells and assigns to Assignee exclusively, in perpetuity and throughout the universe, all of Assignor's right, title and interest in and to the Intellectual Property described on Schedule A attached hereto (collectively, the "Transferred IP Assets") and any registrations therefor (including any and all rights to obtain renewals, extensions or reinstatements of registrations and any applications for registration), together with (i) any and all goodwill represented or symbolized by the Transferred IP Assets, (ii) all rights to damages and payments for present or future infringements or misappropriations related thereto, (iii) all rights, demands, claims, actions, or causes of action of Assignor against third parties relating thereto and (iv) the right to conduct business under the Transferred IP Assets.

Section 2.02 No Further Use. Assignor hereby covenants and agrees that it shall cease and refrain from all further use of the Transferred IP Assets and any colorable imitation thereof in all countries of the world as of the date hereof.

ARTICLE III MISCELLANEOUS

Section 3.01 Conflict. In the event of any conflict, inconsistency or ambiguity between the provisions of this Assignment and of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and prevail, and any such provision in this Assignment shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

Section 3.02 Assignment; Successors. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 3.03 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

Section 3.04 Excluded Assets and Excluded Liabilities. Notwithstanding anything in this Assignment to the contrary and pursuant to the Asset Purchase Agreement, the Assignor retains ownership and possession of, and is not selling, transferring, conveying, assigning, or delivering to Assignee any of the Excluded Assets or the Excluded Liabilities.

Section 3.05 Facsimile or Electronic PDF Signature. This Assignment may be executed by facsimile or electronic PDF signature and a facsimile or electronic PDF signature shall constitute an original for all purposes.

Section 3.06 Further Assurances. Each Party shall execute and deliver such documents and other papers and take such further actions as may be reasonably requested by or on behalf of any other Party to evidence or effectuate the provisions hereof and the transactions contemplated hereby.

Section 3.07 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

Section 3.08 Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in the Southern District of New York, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties caused this Assignment to be duly executed by their respective authorized representatives on the date first above written.

ASSIGNOR:

IPLOGIC, INC

By: 

Name: JEFFREY LUCHETTI

Title: CEO

ASSIGNEE:

PRESIDIO NETWORKED SOLUTIONS GROUP,
LLC

By: _____

Name:

Title:

[Signature Page to the Assignment of Transferred IP Assets]

IN WITNESS WHEREOF, the Parties caused this Agreement to be duly executed by their respective authorized representatives on the date first above written.

SELLER:

IPLOGIC, INC.

By: _____

Name:

Title:

BUYER:

PRESIDIO NETWORKED SOLUTIONS GROUP,
LLC

By: _____

Name: A. B. LINDSIARD

Title: PRESIDENT

[Signature Page to the Bill of Sale and Assignment and Assumption Agreement]

TRADEMARK

REEL: 005522 FRAME: 0340


ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF Monroe)

On this 11th day of March, in the year 2015, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Jeffrey Luchetti personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Notary Public in and for the
aforesaid County and State

ALAN S. LOCKWOOD
Notary Public, State of New York
Monroe County Reg. No. 02LO6229541
Commission Expires October 2, 2018

SCHEDULE A

Trademarks and Service Marks:

Mark	Registration Number
IPLOGIC - CONNECT COMMUNICATE COMPETE BETTER	3,711,015
CONNECT COMMUNICATE COMPETE BETTER	3,191,595

Domain names:

www.iplogic.com