

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISGN Corporation		05/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ISGN Solutions, Inc.		
Street Address:	2330 Commerce Park Drive NE		
Internal Address:	Suite 2		
City:	Palm Bay		
State/Country:	FLORIDA		
Postal Code:	32905		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86645505	VALUATION ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	6788359310		
<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:	(678) 218-5065		
Email:	info@brientgloberman.com		
Correspondent Name:	Kyle M. Globerman		
Address Line 1:	1175 Grimes Bridge Road		
Address Line 2:	Suite 100		
Address Line 4:	Roswell, GEORGIA 30075		
ATTORNEY DOCKET NUMBER:	1042-03006-US		
NAME OF SUBMITTER:	Autumn L. Beatty		
SIGNATURE:	/Autumn L. Beatty/		
DATE SIGNED:	06/15/2016		
Total Attachments: 4			
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OP \$40.00 86645505

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the “**Agreement**”) is entered into as of the 9th day of May, 2016, by and between ISGN Corporation, a Delaware Corporation, having an address at 2330 Commerce Park Drive NE, Suite 2 Palm Bay, Florida 32905 (“**Assignor**”), and ISGN Solutions, Inc., a Delaware Corporation, having an address at 2330 Commerce Park Drive NE, Suite 2 Palm Bay, Florida 32905 (“**Assignee**”) as follows:

WHEREAS, Assignor has adopted and used, and is using, the registered and common law trademarks and service marks set forth on Exhibit A (the “Assigned Marks”);

WHEREAS Assignor, Assignee and Firstsource Group, USA, Inc. (“Firstsource”) have entered into a Stock Purchase Agreement dated as of January 28, 2016 (“Stock Purchase Agreement”) providing for the sale and transfer by Assignor to Firstsource of all of the outstanding shares of common stock of Assignee;

WHEREAS, pursuant to the Stock Purchase Agreement and this Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Assigned Marks, as provided for below;

WHEREAS, Assignee desires to accept such assignment on the terms and conditions set forth below and in accordance with the terms of the Stock Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns to the Assignee all of its right, title and interest whatsoever throughout the world in and to: the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks; the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks; and the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Effective as of the date hereof, Assignor shall discontinue all use of the Assigned Marks and shall cause any and all of its affiliates to discontinue use.

Assignor further covenants not to use or display the Assigned Marks, or any mark confusingly similar thereto in the future, anywhere in the world except by written authorization of Assignee, and to cause its affiliates to refrain from doing the same. Assignor further covenants not to contest or challenge the validity of the Assigned Marks, or any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2. Representations and Warranties. Assignor is the sole and exclusive owner of and has good, valid and marketable title to, free and clear of all encumbrances, all Assigned Marks. Assignor has not transferred ownership of, or granted any license to, any of the Assigned Marks, which license agreement is still in effect.

3. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement and the Stock Purchase Agreement constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, AS THEY APPLY TO A CONTRACT EXECUTED, DELIVERED AND PERFORMED SOLELY IN SUCH STATE, AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

(d) Further Assurances. Assignor agrees, at the request and expense of Assignee, to take such further actions and execute and deliver such further agreements and other instruments as Assignee may deem reasonably necessary to give effect the interest herein sought to be conveyed.

(e) Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original, but all of which shall constitute one and the same original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first above written.

ISGN CORPORATION (ASSIGNOR)

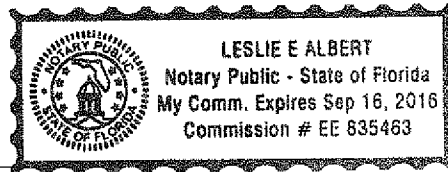
By:

[Signature]
AMIT KOTHIAL

STATE OF Florida)
COUNTY OF Brevard)

Personally appeared before me, Amit Kothiyal, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this _____ day of April, 2016.

[Signature]
Notary Public
My Commission Expires: 09/16/16



ISGN SOLUTIONS, INC. (ASSIGNEE)

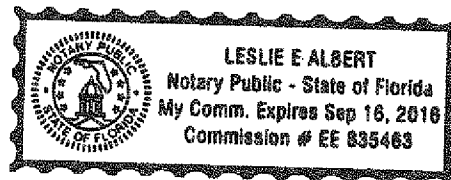
By:

[Signature]
SUNDARARAJAN SAMPATH

STATE OF Florida)
COUNTY OF Brevard)

Personally appeared before me, Sundararajan Sampath, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this _____ day of April, 2016.

[Signature]
Notary Public
My Commission Expires: 09/16/16



**EXHIBIT A
ASSIGNED MARKS**

Mark	Application/Registration No.	Filing Date/Register Date
Valuation Advantage	86/645,505	May 29, 2015