

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425211

<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>
XOcur, Inc.		04/13/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HyperGrid, Inc.		
<b>Street Address:</b>	1975 West El Camino Real, Suite 306		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94040		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4646727	CLOUDSPHERE	
<b>Serial Number:</b>	86212687	CLOUD MADE CLEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	3172361313		
<b>Email:</b>	cbyczko@btlaw.com		
<b>Correspondent Name:</b>	Caitlin R. Byczko		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	69484-PEND1		
<b>NAME OF SUBMITTER:</b>	Caitlin R. Byczko		
<b>SIGNATURE:</b>	/cbyczko/		
<b>DATE SIGNED:</b>	04/27/2017		
<b>Total Attachments: 3</b>			
source=Hypergrid XOcur Trademark Assignment#page1.tif			
source=Hypergrid XOcur Trademark Assignment#page2.tif			
source=Hypergrid XOcur Trademark Assignment#page3.tif			

CH \$65.00 4646727

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 13, 2017 ("Effective Date") by and between XOCur, Inc., a California corporation ("Assignor"), and Hypergrid, Inc., a Delaware corporation with its principal office at 1975 West El Camino Real, Suite 306, Mountain View, CA 94040 ("Assignee").

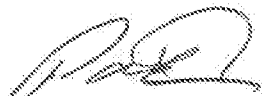
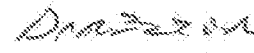
WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 13, 2017 (the "Purchase Agreement"); and

WHEREAS, Assignor has adopted and used and is the owner of the trademark(s) set forth in the attached Schedule A (the "Marks"), and pursuant to the Purchase Agreement has agreed to assign all of its rights and interest in and to the Marks to Assignee, including all common law rights, registrations and applications for registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and sell to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights, registrations and applications for registration of the Marks, including the registrations specifically identified in Schedule A, and all claims for damages by reason of past infringement of the Marks with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

XOCUR, INC.

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HYPERGRID, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 13, 2017 ("Effective Date") by and between XOccur, Inc., a California corporation ("Assignor"), and Hypergrid, Inc., a Delaware corporation with its principal office at 1975 West El Camino Real, Suite 306, Mountain View, CA 94040 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 13, 2017 (the "Purchase Agreement"); and

WHEREAS, Assignor has adopted and used and is the owner of the trademark(s) set forth in the attached Schedule A (the "Marks"), and pursuant to the Purchase Agreement has agreed to assign all of its rights and interest in and to the Marks to Assignee, including all common law rights, registrations and applications for registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and sell to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights, registrations and applications for registration of the Marks, including the registrations specifically identified in Schedule A, and all claims for damages by reason of past infringement of the Marks with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**XOCCUR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HYPERGRID, INC.**

By: \_\_\_\_\_  
Name: *Nurman Reymonian*  
Title: *CEO.*

**Schedule A**

<b>Mark</b>	<b>U.S. Serial Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Class(es)</b>	<b>Status</b>
CloudSphere	86228428	March 21, 2014	November 25, 2014	035 – INT 100 – US 101 – US 102 – US	Active
Cloud Made Clear	86212687				