

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mindshare Networks, Inc.		12/31/2015	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Freeman Digital Ventures, LLC		
Street Address:	6555 W. Sunset Road		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4204930	SLIDEKLOWD	
Registration Number:	4256374	KLOWD	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	tmdnvr@faegrebd.com		
Correspondent Name:	Stephanie Gumm/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	456164.309599		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	08/25/2017		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of December 31, 2015, by and between **Mindshare Networks, Inc., d/b/a Klowd**, an Idaho corporation ("Assignor"), and **Freeman Digital Ventures, LLC**, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 18, 2015 (the "Purchase Agreement"), by and among Assignee, Assignor and the other parties thereto. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee, at the Closing, certain assets of Assignor, including without limitation, the Assigned Intellectual Property (as defined below); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein will have the respective meanings assigned to such terms in the Purchase Agreement. As used herein, the following terms have the following meanings:

"Assigned Intellectual Property" means, collectively, all Intellectual Property (as defined in the Purchase Agreement) held or used by the Assignor and being transferred to Assignee, including but not limited to the items listed on Schedule A.

2. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by and associated with the Assigned Intellectual Property, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The transfer of the Assigned Intellectual Property accompanies, pursuant to the Purchase Agreement, the transfer of the business to which the Assigned Intellectual Property pertains, and that business is ongoing and existing. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

3. Further Assurances. The parties hereby covenant and agree to execute and have executed all such further documents necessary to complete the timely transfer of the Assigned Intellectual Property to Assignee.

4. General.

4.1 Entire Agreement; Modification. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

4.2 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

4.3 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to its principles of conflicts of laws.

4.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

Mindshare Networks, Inc.

By: 
Name: Ken Holsinger
Title: President and Chief Executive Officer

ASSIGNEE:

Freeman Digital Ventures, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

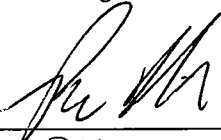
ASSIGNOR:

Mindshare Networks, Inc.

By: _____
Name: Ken Holsinger
Title: President and Chief Executive Officer

ASSIGNEE:

Freeman Digital Ventures, LLC

By:  _____
Name: Richard Maranville
Title: EVP + CDO

Section 4.11(a)
Intellectual Property

4.11(a)(i)

1. Patent No. US 9,137,295 B2, issued September 15, 2015.
2. SlideKlowd, Service Mark, Serial No. 85478175, registered September 11, 2012.
3. Klowd, Service Mark, Service Mark, Serial No. 85477823, registered December 11, 2012.

4.11(a)(ii)

1. GoogleApps
2. Microsoft Office 365
3. Adobe Creative Suite
4. Quickbooks Online
5. GitHub
6. Amazon Web Services
7. Go Daddy Domain
8. Sendgrid
9. Various open source licensing

4.11(a)(iii)

1. FXP | touch software.
2. Seller's GitHub and GoogleDrive repositories contain the Intellectual Property Assets. These repositories will be made available to Purchaser after the Closing.
3. Seller has provided Purchaser with a technology overview and development log of Seller's FXP | touch.