

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
digEcor IP and Assets Pty Ltd ACN 164 166 509		01/12/2019	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Burrana IP and Assets, LLC		
Street Address:	743 W 1200 N.		
Internal Address:	Suite 100		
City:	Springville		
State/Country:	UTAH		
Postal Code:	84663		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3360604	DIGECOR	
Registration Number:	2995842	DIGEPLAYER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	801-531-8900		
Email:	ndeforge@fabianvancott.com		
Correspondent Name:	Nicole Deforge		
Address Line 1:	215 S. State St		
Address Line 2:	Suite 1200		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Nicole M. Deforge		
SIGNATURE:	/Nicole M. Deforge/		
DATE SIGNED:	01/14/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of the 12th day of January, 2019 (“**Effective Date**”), is made by digEcor IP and Assets Pty Ltd ACN 164 166 509, an Australian proprietary limited company having an address at P.O. Box 5236 West End, Queensland Australia 4104 (“**Assignor**”) in favor of Burrana IP and Assets, LLC, a Delaware limited liability company, having an address at 743 W 1200 N, Suite 100, Springville, Utah 84663 (“**Assignee**”).

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 12, 2019 (“**APA**”);

WHEREAS, pursuant to the APA, Assignor wishes to convey to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to all intellectual property rights included in the Purchased Assets (as defined in the APA), subject to the terms and conditions set forth herein.

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

1. Assignment. In consideration of the mutual covenants and agreements set forth in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to the intellectual property rights Purchased Assets (“**Acquired Rights**”). The Acquired Rights include without limitation any:

(a) Copyrights, moral rights, patents, patentable subject matter, trade secrets, trademarks, trade dress, trade names, and service marks, together with the goodwill of the business connected with the use of, and symbolized by, such marks, whether registered or unregistered, including without limitation the trademarks and patents set forth in the attached Schedule 1, and any exclusive licenses thereof;

(b) issuances, extensions, and renewals of any registrations and applications related thereto;

(c) claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind, except as otherwise set forth in the APA.

2. Recordation and Further Actions. Assignors hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Miscellaneous.

(a) Entire IP Assignment. This IP Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this IP Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Amendment and Modification. This IP Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(d) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this IP Assignment, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this IP Assignment shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

(f) Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) Governing Law; Venue. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this IP Assignment or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in the City of Salt Lake City and County of Salt Lake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

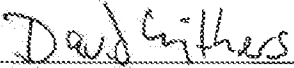
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

Executed by digEcor IP and Assets Pty Ltd ACN 164 166 509 in accordance with section 127 of the Corporations Act 2001 (Cth):



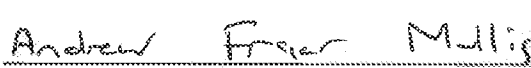
Signature of director



Name of director



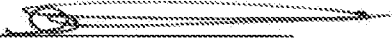
Signature of director



Name of director

AGREED TO AND ACCEPTED:

Burrana IP and Assets, LLC, a Delaware limited liability company

By 

Name: David Withers

Title: Manager

SCHEDULE 1**TRADEMARKS:**

MARK	COUNTRY	FILING DATE	APP. SERIAL NUMBER	REG. NUMBER	REG. DATE
DIGECOR	U.S.	11/11/2005	78752537	3360604	12/25/2007
DIGEPLAYER	U.S.	08/04/2003	2995842	2995842	09/13/2005

PATENTS:

COUNTRY	APP. SERIAL NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
US	16/107,575	08/21/2018	N/A	N/A
US	14/306,888	06/17/2014	10/059,453	08-28-2018
US	13/152,2460	06/02/2011	8,613,385	12-24-2013
US	13/850,245	03/26/2013	9,117,265	08-25-2015
US	10/657,822	09/08/2003	8,406,452	03-26-2013
US	10/737,531	12/15/2003	8,403,411	03-26-2013
US	29/189,579	09/08/2003	D503,707	04-05-2005
US	29/189,578	09/08/2003	D506,733	06-28-2005