

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
V3 Systems, Inc.		03/21/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	V3 Systems Holdings, Inc.		
Street Address:	12159 S. Business Park Drive		
Internal Address:	Suite 140		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4288340	V3 DESKTOP CLOUD ORCHESTRATOR	
Registration Number:	4135466	V3	
Registration Number:	4086758	V3	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-382-6572		
Email:	enielsen@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P. Eric Nielsen		
Address Line 1:	400 E. Van Buren Street		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	65391.00002		
NAME OF SUBMITTER:	Eric Nielsen		
SIGNATURE:	/Eric Nielsen/		
DATE SIGNED:	04/07/2014		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of March 21, 2014, by and between V3 SYSTEMS, INC., a corporation organized under the laws of the State of Nevada ("Assignor"), and V3 SYSTEMS HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("Assignee"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement (as defined below).

RECITALS

A. Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of February 11, 2014, as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated February 28, 2014 (collectively, the "Purchase Agreement"), pursuant to which the Assignee agreed to purchase from the Assignor, and the Assignor agreed to sell to the Assignee, on the terms and subject to the conditions set forth in the Purchase Agreement, the Purchased Assets; and

B. The Purchased Assets include the Intellectual Property Rights set forth on Exhibit A attached hereto (the "Intellectual Property Assets"), which the Assignor desires to transfer to the Assignee and the Assignee desires to accept from the Assignor, subject to the terms and conditions of this Assignment.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, the Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, title and interest in the Intellectual Property Assets and the goodwill associated therewith, with such assignment to include all of the Assignor's rights to (a) sue for infringement with respect to the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. Further Assurance. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Assignment and of the rights and powers granted hereby.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

V3 SYSTEMS, INC.

By: 
Eric E. Lindstrom
Chief Executive Officer

V3 SYSTEMS HOLDINGS, INC.

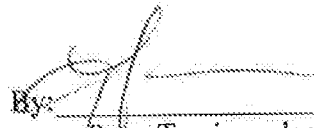

By: 
Peter Tassiopoulos
Chief Executive Officer

EXHIBIT A

Intellectual Property Assets

Application/Registration Number	Owner/Assignee	Mark/Title	Status
US Trademarks			
4,288,340	V3 Systems, Inc.	V3 DESKTOP CLOUD ORCHESTRATOR	Registered 02/12/2013 Sections 8 & 15 due 02/12/2019
4,135,466	V3 Systems, Inc.		Registered 05/01/2012 Sections 8 & 15 due 05/01/2018
4,086,758	V3 Systems, Inc.	V3	Registered 01/17/2012 Sections 8 & 15 due 01/17/2018
85/150,768	V3 Systems, Inc.	OPTIMIZATION LAYER	Abandoned
US Patent Applications			
2013/0086580 13/250,836	V3 Systems, Inc.	MIGRATION OF VIRTUAL MACHINE POOL	Published 04/04/2013 Pending, Office Action dated 08/21/2013
2013/0007735 13/175,771	V3 Systems, Inc.	VIRTUAL MACHINE ALLOCATION INTERNAL AND EXTERNAL TO PHYSICAL ENVIRONMENT	Published 01/03/2013 Pending, Restriction Requirement dated 10/25/2013
2013/0007436 13/175,766	V3 Systems, Inc.	INTERMEDIATION OF HYPERVISOR FILE SYSTEM AND STORAGE DEVICE MODELS	Published 01/03/2013 Pending, waiting first action
PCT Patent Applications			
PCT/US12/27007	V3 Systems, Inc.	MIGRATION OF VIRTUAL MACHINE POOL	International Filing date 02/28/2012
PCT/US12/27010	V3 Systems, Inc.	AUTOMATED ADJUSTMENT OF	International Filing date 02/28/2012

		CLUSTER POLICY	
PCT/US12/43187	V3 Systems, Inc.	VIRTUAL MACHINE ALLOCATION INTERNAL AND EXTERNAL TO PHYSICAL ENVIRONMENT	International Filing date 06/19/2012
PCT/US12/43183	V3 Systems, Inc.	INTERMEDIATION OF HYPERVISOR FILE SYSTEM AND STORAGE DEVICE MODELS	International Filing date 06/19/2012