

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Technology Association of America, Inc.		05/02/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	CompTIA Member Services, LLC		
Street Address:	3500 Lacey Road, Suite 100		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3741955	TECHAMERICA WHERE THE FUTURE BEGINS THE	
Registration Number:	3721283	THE ASSOCIATION OF COMPANIES DRIVING INN	
Registration Number:	3730775	WHERE THE FUTURE BEGINS	
Registration Number:	3776810	TECHAMERICA	
Registration Number:	3703768	TECHNOLOGY ASSOCIATION OF AMERICA	
Registration Number:	2229452	CYBERSTATES	
Registration Number:	1820312	ITAA	
Registration Number:	2620270	AEA	
Registration Number:	1140114	AMERICAN ELECTRONICS ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	630-678-8300		
Email:	danl@comptia.org		
Correspondent Name:	Daniel Liutikas		
Address Line 1:	3500 Lacey Road, Suite 100		
Address Line 4:	Downers Grove, ILLINOIS 60515		
NAME OF SUBMITTER:	Timothy Tyler		

CH \$240.00 3741955

SIGNATURE:	/Tim Tyler/
DATE SIGNED:	05/07/2014
Total Attachments: 8 source=2.7(a)(iii)#page1.tif source=2.7(a)(iii)#page2.tif source=2.7(a)(iii)#page3.tif source=2.7(a)(iii)#page4.tif source=2.7(a)(iii)#page5.tif source=2.7(a)(iii)#page6.tif source=2.7(a)(iii)#page7.tif source=2.7(a)(iii)#page8.tif	

EXHIBIT 2.7(a)(iii)
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of May 2, 2014, is made by the Technology Association of America, Inc. ("**Assignor**"), a Virginia nonprofit corporation, located at Potomac Tower, 1001 N. 19th Street, 20th Floor, Arlington Virginia 22209, in favor of CompTIA Member Services, LLC ("**Assignee**"), an Illinois limited liability company, located at 3500 Lacey Road, Suite 100, Downers Grove, Illinois 60515, in connection with the transfer of certain assets of Assignor to Assignee pursuant to a Purchase Agreement between Assignor and Assignee, dated as of May 2, 2014 (the "**Purchase Agreement**").

Whereas, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Section 1.1(b) hereof), (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, including those listed on Schedule 3 hereto ("**Licenses**");

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(g) any and all 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, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with

all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademarks. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks.

The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. General.

(a) Entire Agreement. This Trademark Assignment, together with the Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, 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) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

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

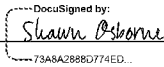
SIGNATURE PAGE FOLLOWS

 
TRADEMARK

REEL: 005275 FRAME: 0442

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

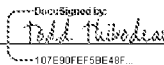
**Technology Association of
America, Inc. (Assignor)**

By  _____
73A8A28880774ED...

Name: Shawn Osborne
Title: President and CEO
Address for Notices:
Jerald A Jacobs
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1122

AGREED TO AND ACCEPTED:

**CompTIA Member Services, LLC
(Assignee)**

By  _____
107E90FEF58E48F...

Name: Todd Thibodeaux
Title: Chief Executive Officer
Address for Notices: 3500 Lacey Road
Suite 100
Downers Grove
Illinois 60515

**SCHEDULE 1
ASSIGNED TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Classes</u>
TECHAMERICA WHERE THE FUTURE BEGINS THE ASSOCIATION OF COMPANIES DRIVING INNOVATION WORLDWIDE	3741955	1/26/2010	35; 42
THE ASSOCIATION OF COMPANIES DRIVING INNOVATION WORLDWIDE	3721283	12/8/2009	35; 42
WHERE THE FUTURE BEGINS	3730775	12/29/2009	35; 42
TECHAMERICA	3776810	4/20/2010	35; 42
TECHNOLOGY ASSOCIATION OF AMERICA	3703768	10/27/2009	35
CYBERSTATES	2229452	3/2/1999	16
ITAA	1820312	2/8/1994	16; 41; 42; 200
AeA	2620270	9/17/2002	42
AMERICAN ELECTRONICS ASSOCIATION	1140114	9/30/1980	42

**SCHEDULE 2
ASSIGNED DOMAIN NAMES**

<u>Domain Name</u>	<u>Acct. No.</u>	<u>Points To</u>	<u>Expiration Date</u>	<u>Personal Information</u>	<u>Expiration Protection</u>	<u>Auto Renew</u>
cloud100.org	22707857	Under Construction Page	June 24, 2014	Private	Unprotected	On
cloudbuyersguide.org	22707857	ADNS Services	June 24, 2014	Private	Unprotected	On
domesticsourcing.org	32960619	Under Construction Page	April 8, 2014	Private	Unprotected	Off
geia.org	29638414	ADNS Services	August 21, 2014	Off	Unprotected	On
itaanetpac.org	25307661	Under Construction Page	July 23, 2015	Public	Unprotected	On
techamerica.org	22707857	ADNS Services	September 23, 2016	Private	Unprotected	Off
techamerica.us	22707857	NS1.EXACTTARGET.COM NS2.EXACTTARGET.COM	January 25, 2016	Public	Unprotected	Off
techamericafoundation.org	22707857	ADNS Services	November 17, 2014	Private	Unprotected	Off
witsa.org	23891451	YNS1.YAHOO.COM YNS2.YAHOO.COM	July 16, 2021	Public	Unprotected	On

TRADEMARK

REEL: 005275 FRAME: 0445

SCHEDULE 3
ASSIGNED TRADEMARK LICENSES

Trademark License Agreement by and between TechAmerica and TechAmerica Foundation,
effective as of May 1, 2010.