

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304045

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompTIA Member Services, LLC		05/07/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CompTIA Properties, 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

CH \$240.00 3741955

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
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SIGNATURE:	/Tim Tyler/
DATE SIGNED:	05/09/2014
Total Attachments: 6 source=CMSLLC to CPLLC#page1.tif source=CMSLLC to CPLLC#page2.tif source=CMSLLC to CPLLC#page3.tif source=CMSLLC to CPLLC#page4.tif source=CMSLLC to CPLLC#page5.tif source=CMSLLC to CPLLC#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of May 7, 2014, is made by CompTIA Member Services, LLC ("**Assignor**"), in favor of CompTIA Properties, LLC ("**Assignee**").

WHEREAS, the Assignor recently entered into a Purchase Agreement with The Technology Association of America, Inc. ("**Seller**"), dated as of May 2, 2014 (the "**Purchase Agreement**"), whereby Assignor acquired the marks, domains, and license agreements provided in Schedules 1, 2, and 3 hereto.

WHEREAS, the Assignor and Seller executed and attached as an exhibit to the Purchase Agreement a trademark assignment agreement whereby Seller assigned the above noted marks, domains, and license agreements to Assignor.

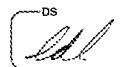
WHEREAS, the Assignor recorded the foregoing trademark assignment agreement with the United States Patent and Trademark Office ("**USPTO**").

WHEREAS, the Assignor now seeks to assign such marks, domains and license agreements to its affiliate, the Assignee.

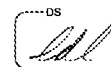
WHEREAS, the Assignor has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the USPTO.

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. 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;
 - b. 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;
 - c. 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**");
 - d. 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;
 - e. 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
 - f. 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.
6. **General.**
 - a. **Entire Agreement.** This Trademark Assignment, 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

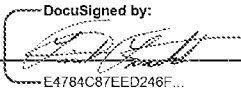


(whether of the State of Illinois or any other jurisdiction).

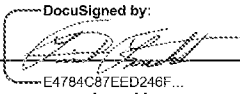
- d. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

CompTIA Member Services, LLC:

By:  _____
DocuSigned by:
E4784C87EED246F...
Name: Dan Liutikas
Title: Chief Legal Officer
Date: May 7, 2014

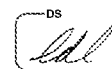
CompTIA Properties, LLC:

By:  _____
DocuSigned by:
E4784C87EED246F...
Name: Dan Liutikas
Title: Chief Legal Officer
Date: May 7, 2014

CONTRACT NO. 14INDCOM05378

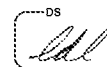
SCHEDULE 1
ASSIGNED TRADEMARKS

<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 5 of 6

REEL: 005276 FRAME: 0943

SCHEDULE 3
ASSIGNED TRADEMARK LICENSES

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

