

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tommy Graham		10/31/2013	INDIVIDUAL:
L. O. Heidtke		10/31/2013	INDIVIDUAL:
Anurag Nigam Revocable Trust 2000		10/31/2013	Trust:
Pigskin Partners LLC		10/31/2013	Limited Liability Company:
WBR Family Limited Partnership		10/31/2013	Limited Partnership:
David Murphy		10/31/2013	INDIVIDUAL:
Big Basin Partners LP (No signature, never a party to security interest)		10/31/2013	Limited Partnership:
Jack L. Peckham		10/31/2013	INDIVIDUAL:
JBS & Associates of Suffolk, Inc.		10/31/2013	Corporation:

RECEIVING PARTY DATA

Name:	Smartvue Corporation
Street Address:	5211 Linbar Drive
Internal Address:	#507
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37211
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2563738	SMARTVUE

CORRESPONDENCE DATA

Fax Number: 9198299696

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.

Phone: 9198294287

Email: TMgroup@hutchlaw.com

TRADEMARK

Correspondent Name: Holly A. Coldiron
Address Line 1: 3110 Edwards Mill Road
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27612

ATTORNEY DOCKET NUMBER: SMV.20

NAME OF SUBMITTER: Holly Coldiron

SIGNATURE: /Holly Coldiron/

DATE SIGNED: 01/18/2018

Total Attachments: 9

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NOTE CONVERSION AGREEMENT

This Note Conversion Agreement (this "Agreement") is entered into effective as of the 31st day of October, 2013 (the "Effective Date"), by and between Smartvue Corporation, a Delaware corporation (the "Company"), and the undersigned (the "Lender").

WHEREAS, the Company has previously issued to Lender one or more Promissory Notes, each dated and in the original principal amounts listed on Exhibit A attached hereto and incorporated by reference herein (each, a "Note" and collectively, if applicable, the "Notes") and certain associated stock purchase warrants (the "Warrants");

WHEREAS, notwithstanding the terms of the Notes, the Company and the Lender desire to convert the outstanding principal amount plus all accrued but unpaid interest under the Note(s) listed on Exhibit A into shares of Common Stock of the Company (the "Conversion Shares"), on the other terms and conditions set forth herein; and

WHEREAS, in connection with the conversion of the Note(s) into Conversion Shares, the Company and the Lender desire to cancel and terminate the Note(s) and any related Security Agreement(s) (as defined herein) in their entirety and to confirm the exercisability of the Warrants for shares of Common Stock of the Company ("Common Stock").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms and conditions herein contained, the parties hereto hereby agree as follows:

1. Confirmation of Loan Balance. Notwithstanding anything to the contrary in the Notes or any related agreement, the Company and Lender hereby agree that as of the Effective Date and immediately prior to the Conversion (as defined below), the outstanding principal amount plus all accrued but unpaid interest under the Note(s) (the "Loan Balance") is as set forth under the column titled "Total Principal and Accrued Interest Outstanding" on Exhibit A attached hereto and incorporated by reference herein.

2. Other Notes. The Lender and the Company acknowledge and agree that each Note is one of a number of promissory notes (collectively, the "Outstanding Notes") that have been issued by the Company. The Lender and the Company acknowledge and agree that the Conversion will become effective and occur when and if lenders holding Outstanding Notes representing at least 95% of the aggregate principal amount outstanding under all of the Outstanding Notes have agreed to conversion of such lenders' Outstanding Notes (the "Required Note Approval").

3. Conversion of Loan Balance. Effective as of the Effective Date and contingent upon and subject to receipt by the Company of the Required Note Approval, the Loan Balance shall be converted into the number of Conversion Shares and at the conversion price per share set forth on Exhibit A attached hereto (the "Conversion"). The Lender hereby subscribes for and purchases such Conversion Shares in exchange for converting and cancelling the Note(s), and (c) the Company hereby agrees to issue such Conversion Shares to the Lender. Upon the receipt by the Company of the Required Approval, the date of the Conversion ("Conversion Date") will be the Effective Date. Promptly following the execution of this Agreement and subject to receipt by the Company of the original Note(s), or an affidavit of loss executed by the Lender with respect thereto in a form reasonably acceptable to the Company, the Company will deliver to the Lender a certificate representing the Conversion Shares. The Company and the Lender each acknowledges and agrees that conversion of the Loan Balance represents payment in full for the Conversion Shares.

4. Cancellation of Note and Security Agreement. The Company and the Lender acknowledge and agree that effective as of the Conversion Date and subject to the Required Note Approval and upon receipt of the Conversion Shares: (i) the Loan Balance shall be deemed satisfied in full, (ii) the Note(s) shall be deemed satisfied in full, cancelled and of no further force and effect; (iii) any related Security Agreement(s) by and between the Company and the Lender (as amended, the "Security Agreement") shall be deemed terminated and of no further force or effect and any security interest, lien or other encumbrance with respect to any assets of the Company shall be terminated and canceled; and (iv) neither the Lender nor the Company shall have any remaining rights or obligations under or with respect to the Note(s) or any such related Security Agreement. The Lender hereby authorizes the Company or its agents to deliver and file terminations of any UCC financing statement relating to the Notes.

5. Warrants. As of the Conversion Date and contingent upon the Required Lender Approval, a capital reorganization, reclassification and/or change in the capital stock of the Company will be effected through the mandatory conversion of all of the issued and outstanding Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of the Company (the "Preferred Stock") into shares of Common Stock pursuant to the terms of the Company's Certificate of Incorporation, as amended, upon the vote of a majority of the Preferred Stock (the "Mandatory Conversion Event"). Lender hereby acknowledges and agrees that in connection with the Mandatory Conversion Event each Warrant (if any) held by the Lender (or any of Lender's transferees) that was originally exercisable for shares of Series B Preferred Stock of the Company shall instead become exercisable for shares of Common Stock.

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6. Lender Representations. The Lender represents and warrants that (a) the Lender is the sole and record owner of the Note(s), free and clear of all liens, pledges, encumbrances, restrictions, options and claims of any kind; (b) the Lender has the requisite power and authority to enter into this Agreement and to purchase the Conversion Shares hereunder, and this Agreement constitutes the Lender's valid and legally binding obligation, enforceable in accordance with its terms; (c) the Lender has received all the information it considers necessary or appropriate for deciding whether to acquire the Conversion Shares and terminate the Note(s) and any related Security Agreement(s) and has had an opportunity to ask questions and receive answers from the Company; (d) the Lender is acquiring the Conversion Shares for the Lender's own account for investment only and not with a view to the resale or distribution of any part thereof; (e) the Lender is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Conversion Shares; and (f) the Lender understands that (i) the Conversion Shares have not been registered under the Securities Act or any applicable state securities laws and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Conversion Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act and any applicable state securities laws or an exemption from such registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Conversion Shares under the Securities Act.

7. Conversion Shares. The Company and Lender hereby acknowledge and agree that none of the parties has conducted a formal valuation to determine the fair market value of the Common Stock and no party is making any representation to the other with respect to the same, and accordingly the actual aggregate fair market value of the Conversion Shares issuable with respect to any Note may not equal the Loan Balance for such Note.

8. Tax Consequences. The Lender has been encouraged to consult Lender's own advisors as to the tax and other consequences of the Conversion and acquiring the Conversion Shares at this time and the other transactions contemplated herein. Lender acknowledges and agrees that Lender is relying solely on its own advisors and not on the Company or its advisors for any advice as to such tax and other consequences and understands that Lender shall be responsible for Lender's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

9. Miscellaneous. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all other agreements with respect thereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute one agreement. From and after the Effective Date, upon the request of the Lender or Company, the Company and Lender shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and effectuate the intent and purposes of this Agreement and to comply with state or federal securities laws or regulatory approvals.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Company and the Lender have entered into this Agreement on the day and year first above written.

COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Renkis
President

LENDER:

By: _____

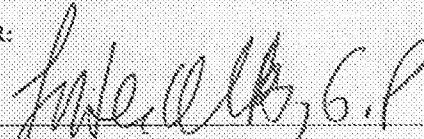

IN WITNESS WHEREOF, the Company and the Lender have entered into this Agreement on the day and year first above written.

COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Renkis
President

LENDER:



By: _____
Lyman O. Heidtke, General Partner
MidSouth Investor Fund LP

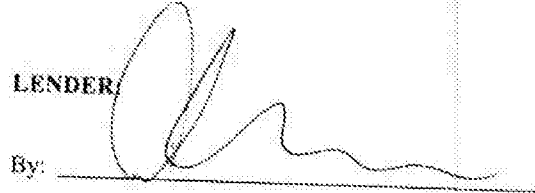
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COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Renkis
President

LENDER:



By: _____

Anurag Nigam
Trustee

Anurag Nigam Revocable Trust
DFO July, 2008

IN WITNESS WHEREOF, the Company and the Lender have entered into this Agreement on the day and year first above written.

COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Renkis
President

LENDER: Pigskin Partners, LLC

By: W. Brian Reames - Chief Manager

LENDER: WBR Family L.P.

By: W. Brian Reames - General Partner

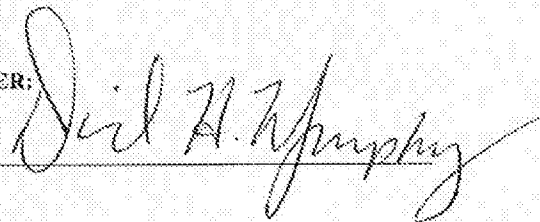
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COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Renkis
President

LENDER:

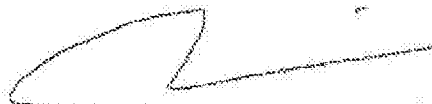
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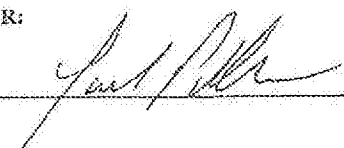
IN WITNESS WHEREOF, the Company and the Lender have entered into this Agreement on the day and year first above written.

COMPANY:

SMARTVUE CORPORATION



By: _____
Martin A. Kenkis
President

LENDER:
By: _____


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10-1-2018

IN WITNESS WHEREOF, the Company and the Lender have entered into this Agreement on the day and year first above written.

COMPANY: SMARTVUE CORPORATION



By: _____
Martin A. Berkus
President

LENDER:

By: _____


10-1-2018