

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VioSync LLC	12/21/2009
RECEIVING PARTY DATA	
Name:	VioSync, Inc.
Street Address:	9250 Bendix Road North
Internal Address:	Suite 100
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21045
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12181314
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	CUT2-001/02US 313240-2001
NAME OF SUBMITTER:	Christoper R. Hutter
Total Attachments: 6 source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page1.tif source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page2.tif source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page3.tif source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page4.tif source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page5.tif source=CUT2-001-02US_Assignment_VioSync_to_cut2it#page6.tif	

CH \$40.00 12181314

ASSIGNMENT

This Assignment is made by VioSync LLC, a Maryland limited liability company whose business address is 9250 Bendix Road North, Suite 100, Columbia, Maryland 21045, ("ASSIGNOR") to VioSync, Inc., a corporation existing under the laws of the State of Delaware, which corporation has changed its name to cut2it, Inc. ("ASSIGNEE") as shown in the Certificate of Amendment of the Certificate of Incorporation of VioSync, Inc. attached hereto as Exhibit 1 and incorporated herein by this reference.

WHEREAS, ASSIGNOR is the owner of and desires to assign to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the Sites, Inventions, Applications and Copyrights, all of which are defined below; and

WHEREAS, ASSIGNEE desires to acquire the Sites, Inventions, Applications and Copyrights and hold them in the name of cut2it, Inc.;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which ASSIGNOR acknowledges, ASSIGNOR does by this Assignment, irrevocably sell, assign, transfer, convey and set over unto ASSIGNEE, its successors, legal representatives, and assigns, all of ASSIGNOR's right, title, and interest in and to the inventions and technology disclosed and/or claimed in the patent applications listed on Schedule A attached hereto and incorporated herein by this reference, (collectively, the "Applications"), including without limitation all inventions, discoveries, developments, formulas, concepts, designs, software, program code (object and source), mask works, original works of authorship, compilations, processes and methods, technology and architecture, prototypes, compositions of matter, trade secrets, know-how and other technological advances as well as all improvements, enhancements, upgrades, modifications and derivatives thereof in any media and wherever located arising out of and/or relating to the multi-media technology platform sometimes referred to as "Synchrotext 2" or "VioSync" (collectively, the "Inventions"), the website located at www.viosync.com and any website related to the websites and/or the Inventions, whether temporary, staging or microsite, including without limitation the features, functionality, expression, coordination, selection, arrangement, collection, compilation, assembly and arrangement of the websites, all text, graphics, pictures, video, sound, information, data, content and any other material located on or collected through and any and all software or other technology necessary to operate or otherwise used in connection with the websites (collectively, the "Sites"), together with all statutory and common law world-wide rights in and to (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works, (ii) trade secrets, confidential information and know how, (iii) trademarks, trade names, logos, service marks, trade dress, taglines, brands or other source or business identifiers, domain names and addresses, URLs, protocols or other internet identifiers and locators, including all good will associated therewith or embodied therein, (iv) patents, designs and algorithms, (v) all other intellectual property and proprietary rights of any kind and nature now or hereafter recognized anywhere in the world and however designated, whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, recordings, applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues, improvements, translations, adaptations, derivations and combinations with, licenses of or otherwise pertaining to the Inventions, the Sites, Applications, and the Copyrights and the intellectual property rights set forth in (i) through (v) above, all applications of which benefit is claimed in the Applications, all applications claiming benefit of any of the aforesaid applications or Applications, including, but not limited to, divisions and continuations, if any, and all rights arising from the aforesaid applications or Applications under the International Convention, including, but not limited to, the right to claim priority in all member countries, (collectively, the "Copyrights"), the same to be held and enjoyed by ASSIGNEE, its successors, legal representatives, and assigns, for ASSIGNEE's own use and benefit and for the use and benefit of its successors, legal representatives, and assigns, as fully and entirely as they would have been held and enjoyed by ASSIGNOR had this Assignment not been made; together with the right to make all claims for profits and damages by reason of past infringement, with the right to sue for and collect the same for the use and benefit of ASSIGNEE, its successors, legal representatives, and assigns to the exclusion of ASSIGNOR.

ASSIGNOR further covenants and agrees that, upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, ASSIGNOR will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce protection of and to the Copyrights and otherwise further the purpose and intent of this Assignment of the Sites, Inventions, Applications and Copyrights in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and/or assigns, any facts known to ASSIGNOR relating to the Sites, Inventions, Applications and Copyrights, testify in any legal proceedings, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the Applications, Inventions, Sites and Copyrights in ASSIGNEE, its successors, legal representatives, and/or assigns, execute all applications for Copyrights, including divisional, continuation, and reissue applications, and make all rightful oaths, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns. ASSIGNOR acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to ASSIGNEE and the damages may be difficult or impossible to measure. Therefore, upon any actual or impending violation of this Assignment, ASSIGNEE shall be entitled to seek equitable relief in any court of competent jurisdiction, including without limitation temporary or permanent injunction and specific performance, without bond, restraining or enjoining any such violation or mandating specific performance by ASSIGNOR or any other person or entity acting in concert with or on behalf of ASSIGNOR. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed, signed, and effective as of the date indicated below.

Date: December , 2009

VIOSYNC, LLC

By: 

Gaith Abdo, its sole member

SCHEDULE A

Application No.

Filing Date

US 12/181,314
US 60/935,099
US 60/935,100

July 28, 2008
July 26, 2007
July 26, 2007

EXHIBIT 1

4821-9379-9173

PATENT
REEL: 026650 FRAME: 0974

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VIOSYNC, INC.", CHANGING ITS NAME FROM "VIOSYNC, INC." TO "CUT2IT, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2009, AT 11:21 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4759177 8100

091125688

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7718880

DATE: 12-23-09

PATENT
REEL: 026650 FRAME: 0975

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
VIOSYNC, INC.**

VioSync, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("*Corporation*"), does hereby certify that:

FIRST: The Board of Directors of the Corporation, by unanimous written consent, duly adopted and approved of resolutions setting forth a proposed amendment to the Corporation's Certificate of Incorporation, declaring the proposed amendment to be advisable and submitting it to the stockholders of the Corporation for their consideration. The resolutions of the Board of Directors setting forth the proposed amendment to the Corporation's Certificate of Incorporation are as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by deleting **ARTICLE FIRST** in its entirety and inserting the following in place thereof:

"FIRST: The name of the corporation is cut2it, Inc. ("*Corporation*")."

SECOND: The foregoing amendment to the Corporation's Certificate of Incorporation was duly approved and adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware by the holders of the requisite number of the outstanding shares of capital stock of the Corporation entitled to vote thereon.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President this 21st day of December, 2009.

VIOSYNC, INC.

/s/ Gaith Abdo

By: _____
Gaith Abdo
President