

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4343411

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPOTRIGHT, INC.	12/09/2014
RECEIVING PARTY DATA		
Name:	DATACO TECHNOLOGIES, INC.	
Street Address:	500 PRESIDENT CLINTON AVE	
Internal Address:	SUITE 110	
City:	LITTLE ROCK	
State/Country:	ARKANSAS	
Postal Code:	72201	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	13773165
	Application Number:	14922835
	Application Number:	14922845
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Email:	paul@nodiplay.com	
Correspondent Name:	NEUGEBOREN O'DOWD PC	
Address Line 1:	1227 SPRUCE STREET	
Address Line 2:	SUITE 200	
Address Line 4:	BOULDER, COLORADO 80302	
ATTORNEY DOCKET NUMBER:	2050.2000	
NAME OF SUBMITTER:	CRAIG A. NEUGEBOREN	
SIGNATURE:	/Craig A. Neugeboren/	
DATE SIGNED:	03/29/2017	
Total Attachments: 4		
source=SpotrightCO_to_Dataco_IP_Assignment_As_Filed_03292017#page1.tif		
source=SpotrightCO_to_Dataco_IP_Assignment_As_Filed_03292017#page2.tif		
source=SpotrightCO_to_Dataco_IP_Assignment_As_Filed_03292017#page3.tif		

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLEC UAL PROPERTY ASSIGNMENT (“Assignment”) is entered into and executed as of the 9th day of December, 2014, by and between **SPOTRIGHT, INC.**, a Colorado corporation (“Assignor”), and **DATA CO TECHNOLOGIES, INC.**, a Delaware corporation (the “Assignee”).

WHEREAS, the Assignor is the owner of certain intellectual property developed, created, prepared for and/or which are being used, have been or may have been used by Assignee, its predecessors and/or affiliates and the Business, specifically including without limitation, (a) all of the Assignor’s telephone, fax and data lines and numbers, (b) all of the Assignor’s ownership, interest, rights and claims in all websites, website addresses, domain names, algorithms, email addresses, digital and social media and associated search engine optimization methods, specifically including without limitation, all of those relating to the Business, and specifically including, without limitation www.spotright.com and all email addresses associated therewith, in addition to any and all other domains owned or possessed by Assignor, (c) all of Assignor’s intellectual property of any and all natures whatsoever and ownership, rights, claims and interests therein, specifically including without limitation, trade secrets, tradenames, service marks, copyrights, patents and patentable products, know-how and all other similar items, and (d) all intellectual property and goodwill of the Assignor (including the Assignor’s goodwill therein) and all rights, privileges, claims, causes of action and options relating or pertaining to the Purchased Assets or used in the Business, including the name “SpotRight” (or any variation thereof), and the business processes and practices of the Assignor (all of the aforementioned along with all of the items set forth and identified in Section 1(a)-(e) below collectively, “**Intellectual Property**”); and

WHEREAS, in consideration of Assignee purchasing the Purchased Assets of Assignor pursuant to and in accordance with the terms and conditions of that certain Asset Acquisition Agreement and Plan of Reorganization, by and between Assignor as Seller and Assignee as Purchaser, dated of even date herewith (“**Acquisition Agreement**”), Assignor desires to transfer and assign all of its interest in and to the Intellectual Property, and Assignee desires to accept and receive all of such interest in and to the Intellectual Property, on and pursuant to the terms and conditions set forth in this Assignment and as a condition of the Purchase Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Acquisition Agreement.

THEREFORE, for good and valuable mutual consideration the receipt and sufficiency of which are hereby acknowledged, and for the purpose of being legally bound hereto, the parties agree and covenant as follows:

1. In consideration for the execution of the Acquisition Agreement, the payment of the consideration stipulated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, acquires and receives, all of Assignor’s right, title and interest in and to the Intellectual Property:

2. Assignor agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with the Assignee in any manner, as may reasonably be required by the Assignee to effectuate the purpose and intent of this Assignment, so that the transfer of the Intellectual Property to the Assignee is recorded in the appropriate registrar for the Intellectual Property, including, without limitation, by completion, signature, response email, online actions, username and password transfers, notarization and/or filing of all documents necessary to record such sale and transfer and to allow the Intellectual Property to be fully owned, used and accessed by the Assignee.

3. Nothing set forth in the foregoing shall limit, expand or otherwise affect the rights and obligations of the Company and Assignee as set forth in the Acquisition Agreement. In the event of any conflict between the terms and conditions of this Assignment and a term or condition of the Acquisition Agreement, the term of the Acquisition Agreement shall control.

4. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts to this Assignment shall be acceptable and binding if sent by facsimile or e-mail PDF attachment and shall be treated in all respects as having the same effect as an original counterpart signature.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Arkansas.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


7. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed as of the day and year first above written.

ASSIGNOR:

SPOTRIGHT, INC.

By: 
Ed Messman, Chief Executive Officer

ASSIGNEE:

DATA CO TECHNOLOGIES, INC.

By: _____
Todd Greer, President

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed as of the day and year first above written.

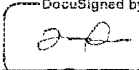
ASSIGNOR:

SPOTRIGHT, INC.

By: _____
Ed Messman, Chief Executive Officer

ASSIGNEE:

DATA CO TECHNOLOGIES, INC.

By:  _____
Todd Greer, President

[Signature Page to Intellectual Property Assignment]