

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------------|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Transfer Statement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heritage Bank of Commerce | | 01/24/2011 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bright Technologies, Inc. | | |
| Street Address: | 3987 S. McCarran Blvd. Suite A | | |
| City: | Reno | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89502 | | |
| Entity Type: | CORPORATION: NEVADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2597053 | CLIP EXPLORER | |
| Registration Number: | 2537950 | DATA WRANGLER | |
| Registration Number: | 3548965 | BRIGHTCLIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7023824805 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 702-382-4804 | | |
| Email: | cmiller@weidemiller.com | | |
| Correspondent Name: | Chad W. Miller | | |
| Address Line 1: | 7251 W. Lake Mead Blvd. Suite 530 | | |
| Address Line 4: | Las Vegas, NEVADA 89128 | | |
| ATTORNEY DOCKET NUMBER: | BRIGHT.0003T | | |
| NAME OF SUBMITTER: | Chad W. Miller | | |

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| Signature: | /Chad W. Miller/ |
| Date: | 06/11/2012 |
| Total Attachments: 2 source=110131-Heritage Bank Patent, TM & Copyright Assignment-Signed#page1.tif source=110131-Heritage Bank Patent, TM & Copyright Assignment-Signed#page2.tif | |

**PATENT, TRADEMARK AND COPYRIGHT
TRANSFER STATEMENT**

Effective as of January 24, 2011

This TRANSFER STATEMENT ("Transfer Statement") is presented under the provisions of Section 9-619 of the Uniform Commercial Code effective in the State of Nevada ("Nevada UCC"). As required by the UCC, on receipt of this Transfer Statement, the U.S. Patent and Trademark Office and U.S. Copyright Office shall (i) accept the Transfer Statement, and (ii) promptly amend its records to reflect the transfer described herein.

1. SECURED OBLIGATIONS. **Bright Systems, Inc.** ("Borrower") entered into Commercial Security Agreement (Loan No. 6710000100 dated May 22, 2009) with **Heritage Bank of Commerce** ("Heritage Bank") under which Heritage Bank extended credit and other financial accommodations to or for the direct or indirect benefit of Borrower. Heritage Bank recorded security interests with the Nevada Secretary of State's Office against assets of the Borrower, as reflected in a first UCC-1 form recorded on or about May 28, 2009 (Doc. No. 2009013529-2) and on June 3, 2009 filed a second form UCC-1 (Doc. No. 2009013808-7) (collectively the "Security Interest") for all "General Intangibles," and the following Federal Trademark Registrations as set forth in a UCC Financing Statement Addendum:

Registration No. 2,597,053 for the mark CLIP EXPLORER (Serial No. 76/112,927)
Registration No. 2,537,950 for the mark DATA WRANGLER (Serial No. 76/138,571)
Registration No. 3,548,965 for the mark BRIGHTCLIP (Serial No. 77/281,623)

2. DEFAULT. Borrower defaulted on its obligations to Heritage Bank with respect to the loan agreement.

3. EXERCISE OF POST-DEFAULT REMEDIES. Heritage Bank delivered a Notice of Disposition of Collateral to Bright Systems to Borrower indicating a private sale of all of the Borrower's assets, including the General Intangibles and Federal Trademark Registrations, by selling the General Intangibles, Federal Trademark Registrations and other assets of the Borrower related thereto, to **Bright Technologies, Inc.** (the "Transferee") pursuant to Nevada Commercial Code NRS 104.9610.

4. TRANSFEREE'S RIGHTS IN TRANSFERRED PATENTS, TRADEMARKS AND COPYRIGHTS. As a result of Heritage Bank's sale, and in accordance with the terms of the Asset Purchase Agreement between Heritage Bank and Transferee, the Transferee has acquired all right, title, and interest of the Borrower and Heritage Bank in the Collateral (as defined in the Commercial Security Agreement), including the General Intangibles and Federal Trademark Registrations, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Borrower in all matters related thereto.

5. NAMES and MAILING ADDRESSES. The names and mailing addresses of the Borrower, the Heritage Bank, and the Transferee are as follows:

Borrower:

Bright Systems, Inc.
5301 Longley Lane, Unit D 157
Reno, NV 89511

Heritage Bank:

Heritage Bank of Commerce
150 Almaden Blvd.
San Jose, CA 95113

Transferee:

Bright Technologies, Inc.
3987 S. McCarran Blvd., Suite A
Reno, NV 89502

Nothing contained in this document shall act as a waiver of any of the rights of Heritage Bank under the loan agreement, any documents executed in connection therewith, or applicable law, all of which are expressly reserved.

HERITAGE BANK OF COMMERCE

By: 

(signature)

Name: Andre Poe

Title: Vice President Portfolio Assets