

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/04/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Harris Corporation		05/13/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HBC Solutions, Inc.		
Street Address:	9800 S. Meridian Boulevard		
Internal Address:	Suite 300		
City:	Englewood		
State/Country:	CALIFORNIA		
Postal Code:	80112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 50			
	Property Type	Number	Word Mark
	Registration Number:	2062535	ADSERVE
	Registration Number:	3367766	D-MAS
	Registration Number:	3517604	H
	Registration Number:	3811561	NETGAIN
	Registration Number:	2234658	PARADIGM
	Registration Number:	3241597	SPOTDATA
	Registration Number:	3137081	3DX
	Registration Number:	2119698	AIRWAVE
	Registration Number:	2716862	CD CLEARLY DIGITAL
	Registration Number:	2846012	DEXSTAR
	Registration Number:	1944296	DIGIT
	Registration Number:	2564838	DX

CH \$1265.00 2062535

Registration Number:	2648904	DX DESTINY
Registration Number:	2795051	EPAL
Registration Number:	3104840	FLEXSTAR
Registration Number:	3658546	HPX
Registration Number:	2550459	INTRAGUIDE
Registration Number:	3215163	INTRAPLEX
Registration Number:	3574180	MICROMAX
Registration Number:	2123514	
Registration Number:	3289001	NETWAVE
Registration Number:	3021813	PACIFIC RESEARCH & ENGINEERING
Registration Number:	2231086	PR&E
Registration Number:	3105099	RMXDIGITAL
Registration Number:	1541065	STEREOMIXER
Registration Number:	2999029	STL PLUS
Registration Number:	2552663	SYNCHROCAST
Registration Number:	3336829	ZX
Registration Number:	3349990	COOL PLAY
Registration Number:	2430185	DIAMOND CD
Registration Number:	2921558	ECDI
Registration Number:	1762496	PLATINUM SERIES
Registration Number:	3395878	PLATINUM SERIES INTELLIGENT TRANSMITTER
Registration Number:	2973475	POWERCD
Registration Number:	3729466	POWERSMART
Registration Number:	1944462	SIGMA
Registration Number:	3550795	ASI-STAR
Registration Number:	2643480	CINESOUND
Registration Number:	3764593	CONNECTUS
Registration Number:	2737248	DPSREALITY
Registration Number:	2326255	FLEXICODER
Registration Number:	3481388	GEN-STAR
Registration Number:	3463309	HD-STAR
Registration Number:	3545865	NEXIO
Registration Number:	3702095	NEXIO AMP
Registration Number:	1788780	OMNIFRAME
Registration Number:	2802685	SPYDERWEB

	2802690	VIDEORUNNER
Registration Number:	1561992	VIDEOTEK
Registration Number:	2882289	WINJEST

CORRESPONDENCE DATA

Fax Number: 9547618112
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 954-761-7473
Email: don.showalter@gray-robinson.com
Correspondent Name: Donald S. Showalter
Address Line 1: P.O. Box 2328
Address Line 4: Fort Lauderdale, FLORIDA 33303

ATTORNEY DOCKET NUMBER:	819790.2
NAME OF SUBMITTER:	Donald S. Showalter
Signature:	/Donald S. Showalter/
Date:	05/29/2013

Total Attachments: 6
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page1.tif
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page2.tif
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page3.tif
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page4.tif
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page5.tif
source=HBC Solutions Inc. -1 Assignment from HC to HBC#page6.tif

NUNC PRO TUNC
TRADEMARK ASSIGNMENT

WHEREAS, HARRIS CORPORATION, a Delaware corporation, whose business address is 1025 W. NASA Blvd., Melbourne, Florida 32919 (hereinafter "Assignor"), was and is, as of the Effective Date set forth below, the owner of all right, title and interest in and to the service marks and trademarks (collectively the "Marks") and the applications for registration thereof (the "Applications") and the registrations thereof (the "Registrations"), all of which are listed in Schedule A attached hereto, together with and including all goodwill of the business symbolized by the Marks; and

WHEREAS, HBC SOLUTIONS, INC., a Delaware corporation, whose business address is 9800 S. Meridian Blvd., Suite 300, Englewood, Colorado 80112 ("Assignee"), is desirous of acquiring, and has acquired as of the Effective Date, all worldwide right, title and interest in, to and under the Marks, the Applications, the Registrations and all goodwill of the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, Assignor has, by that certain Trademark Assignment Agreement with Assignee dated February 4, 2013, and does hereby: irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, nunc pro tunc effective as of February 4, 2013 (the "Effective Date"), all worldwide right, title and interest in, to and under: (a) the Marks, (b) the Applications, (c) the Registrations, (d) any and all common law rights held by Assignor in, to and under the Marks, (d) all goodwill of the business symbolized by the Marks, (e) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks and/or the

goodwill under the Marks, and (f) any and all claims, choses in action, or causes of action which Assignor has as of the Effective Date or may have at any time, in connection with the Marks, the Applications, the Registrations and/or goodwill of the business symbolized by any or all the Marks, including but not limited to, the right to sue and recover damages for any and all past infringements of the Marks and/or the Registrations; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as same would have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

This instrument and any and all proceedings commenced in connection with or relating to this instrument, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard of the laws that might otherwise govern under applicable principles of conflict of laws of the State of New York (other than Section 5-1401 of the General Obligations Law of the State of New York).

Assignor and Assignee agree to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or the State courts of New York in Manhattan, for the purpose of any action against any party hereto with respect to the subject matter of, or related to, this instrument. Assignor and Assignee irrevocably waive any objection which it may have now or hereafter have to the venue of any action arising out of or relating to this instrument brought as provided in this paragraph, and further irrevocably waives any claim that any such action brought in any such court has been brought in an inconvenient forum. To the extent a party has, or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this paragraph.

This instrument, and the sale, assignment, transfer and conveyance made hereunder, are effective commencing as of the Effective Date.

Schedule A is expressly incorporated herein by reference in its entirety to form part of this instrument .

ASSIGNOR:

HARRIS CORPORATION

By: *Charles J. Greene*
Charles J. Greene, Director

STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

I HEREBY certify that on this day, before me, an officer duly authorized in the State aforesaid in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Charles J. Greene, as Director of Harris Corporation, a Delaware Corporation, who is personally known to me or who has produced _____ as identification.

WITNESSETH my hand and official seal in the County and State last aforesaid this 13th day of May, 2013.

Dorothy L. Bush
Notary Public,
State of Florida

My commission expires:



DOROTHY L. BUSH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0943005
Expires 11/29/2013

Acknowledged and accepted by:

ASSIGNEE:

HBC Solutions, Inc.

By: 

Daniel Abrams, Director

SCHEDULE A
Harris Corporation to HBC Solutions, Inc.

Mark	Country	Application No.	Registration No.
AHBEC	China (People's Republic)	950148111	1006014
FLEXSTAR	China (People's Republic)	3925106	3925106
FLEXSTAR	European Community	3682416	3688416
FLEXSTAR	India	1271883	1271883
FLEXSTAR	Mexico	645820	838993
FLEXSTAR	Russian Federation	2004703730	279221
PLATINUM	China (People's Republic)	95053721	954619
POLYPHASE	Canada	491676	303564
SIGMA	United Kingdom	1530917	1530917
LEITCH	European Community	6192058	6192058
VIDEOTEK	Canada	838562	511639
ADSERVE	United States of America	74/672517	2062535
D-MAS	United States of America	77/045765	3367766
H and Design	United States of America	77/233774	3517604
NETGAIN	United States of America	77/570055	3811561
PARADIGM	United States of America	75/116344	2234658
SPOTDATA	United States of America	78/785070	3241597
3DX	United States of America	78/552507	3137081
AIRWAVE	United States of America	75/204466	2119698
CD Clearly Digital and Design	United States of America	75/641076	2716862
DEXSTAR	United States of America	76/455322	2846012
DIGIT	United States of America	74/636023	1944296
DX	United States of America	75/464721	2564838
DX DESTINY	United States of America	76/297414	2648904
EPAL	United States of America	78/216412	2795051
FLEXSTAR	United States of America	78/391279	3104840
HPX	United States of America	77/111459	3658546
INTRAGUIDE	United States of America	75/678777	2550459
INTRAPLEX	United States of America	78/755802	3215163
MICROMAX	United States of America	78/961983	3574180
TEKNICHE	United Kingdom	2490442	2490442
Miscellaneous Design (Swirl Design for Audio Mixers)	United States of America	75/204770	2123514
NETWAVE	United States of America	78/818883	3289001
PACIFIC RESEARCH & ENGINEERING	United States of America	78/319811	3021813

Mark	Country	Application No.	Registration No.
PR&E	United States of America	75/153379	2231086
RMXDIGITAL	United States of America	78/481063	3105099
STEREOMIXER	United States of America	73/749084	1541065
STL PLUS	United States of America	78/294208	2999029
SYNCHROCAST	United States of America	76/303508	2552663
ZX	United States of America	78/813925	3336829
COOL PLAY	United States of America	78/829632	3349990
DIAMOND CD	United States of America	75/279317	2430185
ECDI	United States of America	78/208533	2921558
PLATINUM SERIES	United States of America	74/157372	1762496
PLATINUM SERIES INTELLIGENT TRANSMITTER	United States of America	78/609796	3395878
POWERCD	United States of America	78/268826	2973475
POWERSMART	United States of America	77/553656	3729466
SIGMA	United States of America	74/369935	1944462
ASI-STAR	United States of America	77/110611	3550795
CINESOUND	United States of America	75/843125	2643480
CONNECTUS	United States of America	77/604302	3764593
DPSREALITY	United States of America	75/908978	2737248
FLEXICODER	United States of America	75/655903	2326255
GEN-STAR	United States of America	77/110640	3481388
HD-STAR	United States of America	77/110634	3463309
INVENIO	France		3128961
INVENIO	United States of America	76/358565	2751168
NEXIO	United States of America	77/222343	3545865
NEXIO AMP	United States of America	77/222349	3702095
OMNIFRAME	United States of America	74/112765	1788780
SPYDERWEB	United States of America	75/922182	2802685
VIDEORUNNER	Canada	1160848	608543
VIDEORUNNER	European Community	1535590	1535590
VIDEORUNNER	United States of America	75/930408	2802690
VIDEOTEK	United States of America	73/782850	1561992
WINJEST	United States of America	76/358537	2882289
DAL	European Community	943316	943316
DAL	European Community	6884639	6884639
FLEXSTAR	Brazil	826168990	

2181891 v1