

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alvis Enterprises, LLC		07/01/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	PhoCusWright, Inc.		
Street Address:	100 Lighting Way		
Internal Address:	Second Floor		
City:	Seacaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3938855	DATASWELL	
CORRESPONDENCE DATA			
Fax Number:	3362329046		
<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>			
Phone:	3362713146		
Email:	cpoe@brookspierce.com		
Correspondent Name:	Christopher Poe		
Address Line 1:	230 N. Elm Street		
Address Line 2:	Suite 2000		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Christopher Poe		
SIGNATURE:	/s/ Christopher Poe		
DATE SIGNED:	07/01/2014		
Total Attachments: 5			
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TRADEMARK

ASSIGNMENT OF SERVICE MARK

This ASSIGNMENT OF SERVICE MARK (this "Assignment"), dated as of July 1, 2014 (the "Effective Date"), is between Alvis Enterprises LLC, a Texas limited liability company d/b/a DataSwell ("Assignor") and PhoCusWright, Inc., a Delaware corporation ("Assignee"), and is entered into in connection with that certain Asset Purchase Agreement, dated March 31, 2014, by and among Assignee, Scott Alvis, and Assignor (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, for good and valuable consideration and pursuant to the Asset Purchase Agreement, and upon the terms and conditions set forth below, Assignor desires to assign to Assignee all of its right, title and interest in the service mark described on Schedule A attached (the "Service Mark"), to and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Service Mark.

NOW, THEREFORE, in consideration of the transactions contemplated by the Asset Purchase Agreement and this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all of Assignor's right, title and interest in the Service Mark and the goodwill of the business with which the Service Mark is used, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to sue for past and future infringement.

2. Further Assurances. At the reasonable request of either party and without further consideration, the other party shall execute and deliver such other instruments of assignment and assumption and take such other actions as may be necessary to effect the intent of this Assignment.

3. Relationship with Asset Purchase Agreement. In the event of any conflict or other inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws other than those of the State of New York.

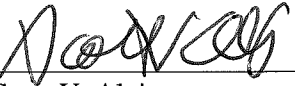
6. Counterparts and Facsimile Signature. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature.

[signatures on following page]

IN WITNESS WHEREOF, this Assignment is executed by the parties as of the day and year first above written.

ASSIGNOR:

Alvis Enterprises LLC d/b/a DataSwell

By: 
Name: Scott V. Alvis
Title: Managing Member

ASSIGNEE:

PhoCusWright, Inc.

By: _____
Name: Thomas L. Kemp
Title: President

IN WITNESS WHEREOF, this Assignment is executed by the parties as of the day and year first above written.


ASSIGNOR:

Alvis Enterprises LLC d/b/a DataSwell

By: _____
Name: Scott V. Alvis
Title: Managing Member

ASSIGNEE:

PhoCusWright, Inc.

By: 
Name: Thomas L. Kemp
Title: President

Schedule A

- U.S. Reg. No. 3,938,855 for the Service Mark "DataSwell," registered March 29, 2011.