

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323686

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|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment and Assumption Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Cadastre, L.L.C. | | 11/14/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Granicus, Inc. | | |
| Street Address: | 600 Harrison Street | | |
| Internal Address: | Suite 120 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94107 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3863330 | ROAM | |
| Registration Number: | 4025409 | EUNIVERSA | |
| Registration Number: | 3813635 | AICMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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: | (216) 586-3939 | | |
| Email: | skoston@jonesday.com | | |
| Correspondent Name: | JONES DAY | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | North Point | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 896553-605003.-GRANICUS | | |
| NAME OF SUBMITTER: | Leozino Agozzino | | |
| SIGNATURE: | /Leozino Agozzino/ | | |
| DATE SIGNED: | 11/19/2014 | | |
| Total Attachments: 5 | | | |

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ASSIGNMENT AND ASSUMPTION AGREEMENT

(Trademarks)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of November, 2014, by and between **American Cadastre, L.L.C.**, a Delaware limited liability company ("Assignor") and **Granicus, Inc.**, a California corporation ("Assignee").

WHEREAS, Assignor and K2 Private Investors, L.P. ("Buyer") are parties to an Asset Purchase Agreement, dated as of November 12, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, convey and deliver to Buyer and Buyer has agreed to purchase, accept and assume from Assignor all right, title and interest in and to certain Intellectual Property, including the Trademarks identified on Exhibit "A" attached hereto;

WHEREAS, pursuant to an Assignment and Assumption Agreement, dated November 13, 2014 (the "Assignment"), between Buyer and Assignee, Buyer has assigned to Assignee all of its rights and obligations as "buyer" under the Purchase Agreement, including the right to acquire the Trademarks; and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement and the Assignment, Assignor desires to assign and transfer and Assignee desires to assume and accept all rights in the Trademarks identified on Exhibit "A" attached hereto, in accordance with the terms, conditions, covenants, and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the date hereof and subject to the terms and conditions of the Purchase Agreement and the Assignment, Assignor hereby assigns, transfers, delivers and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, the entire right in, to and under the Trademarks and the goodwill appurtenant thereto.

3. All Rights Inclusive. This Agreement includes the right to apply for registration of any and all of the Trademarks in any and all jurisdictions and countries where such registration is desired by Assignee in Assignee's own name or such other name(s) as Assignee may choose, the right to renew any existing registration, and the right to claim for any and all damages by reason of past infringement of any of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.

4. Additional Documents; Further Assurances. Assignor hereby agrees to execute, upon the request of Assignee, such additional documents, agreements and instruments as are

necessary to register and otherwise give full effect to the rights of Assignee in and to the Trademarks under or to otherwise effectuate the intent of this Agreement, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and any other appropriate foreign or international office or registrar, all at Assignee's sole cost and expense. Assignor authorizes the Commissioner for Trademarks to issue or transfer to Assignee all pending trademark applications and trademark registrations issued with respect to any such Trademarks.

5. Purchase Agreement. This Agreement is delivered in connection with the Purchase Agreement and is subject to and shall be governed by the representations, warranties, covenants, terms and conditions thereof. In the event of any ambiguity or inconsistency between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. Modification and Waiver. No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors or permitted assigns.

7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

8. Governing Law and Jurisdiction. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made therein, without regard to rules of conflicts of law, except to the extent that such laws are superseded by the Bankruptcy Code.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile or 'pdf' signatures shall be sufficient for execution of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by the parties as of the date and year first above written.

ASSIGNOR:

AMERICAN CADASTRE, L.L.C.

By: 
Name: Patrick Conley
Title: President

ASSIGNEE:

GRANICUS, INC.

By: _____
Name: Taylor Beaupain
Title: President

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by the parties as of the date and year first above written.

ASSIGNOR:

AMERICAN CADASTRE, L.L.C.


By: _____

Name: Patrick Conley

Title: President

ASSIGNEE:

GRANICUS, INC.

By:  _____

Name: Taylor Beaupain

Title: President

Exhibit A

Trademarks

| <u>Word Mark</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------------------|-----------------------------|---------------------------------------|---------------------------------|
| ROAM | 77947065 | 3863330 | October 19, 2010 |
| eUniversa | 85207849 | 4025409 | September 13, 2011 |
| AiCMS | 77864012 | 3813635 | July 6, 2010 |