

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eDealership, LLC		08/15/2014	LIMITED LIABILITY COMPANY: UNITED STATES <i>MARYLAND</i>
John DARVISH		08/15/2014	INDIVIDUAL: UNITED STATES
Jamshyd DARVISH		08/15/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Reynolds and Reynolds Company		
Street Address:	6700 HOLLISTER STREET		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	COMPANY: UNITED STATES <i>OHIO</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3655092	EDEALERSHIP	
CORRESPONDENCE DATA			
Fax Number:	8328308958		
<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:	281.974.3458		
Email:	docket@l-ip.com		
Correspondent Name:	Adolph Locklar		
Address Line 1:	4615 SOUTHWEST Freeway, Suite 630		
Address Line 4:	Houston, TEXAS 77027		
ATTORNEY DOCKET NUMBER:	REYNOLDS.170001		
NAME OF SUBMITTER:	Kimberly Wattner		
SIGNATURE:	/Michael Locklar/		
DATE SIGNED:	02/16/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

In consideration of one dollar and other good and valuable consideration the sufficiency of which is hereby acknowledged, and as provided in the Asset Purchase Agreement dated as of August 15, 2014, by and among **eDealership, LLC**, a Maryland limited liability company, **John Darvish**, individually, and **Jamshyd Darvish**, individually (collectively, the “**Seller**”), and **The Reynolds and Reynolds Company**, an Ohio corporation (“**Purchaser**”), Seller agrees as follows:

1. Seller assigns to Purchaser all right, title and interest of Seller in and to:
 - (a) all of Seller’s rights in any trademark, service mark, trade name, or other mark or name (including a product name, service name, brand name, logo or slogan), whether registered or unregistered, owned by or licensed to Seller and used or held for use by Seller in connection with any product or service currently owned, designed, developed, produced, marketed, promoted, distributed, licensed, sold or otherwise exploited by Seller in the business of providing software allowing automotive dealerships and other businesses to track, manage, control, and reconcile gasoline expenses, eliminating errors, waste and fraud (the “Business”) as conducted prior to August 15, 2014, or otherwise used or held for use by Seller in the operation of its Business, including each registration and application identified in Attachment A;
 - (b) all of Seller’s rights in the trade names “eDealership” and “GAS” and each other name or derivative thereof (including any trade name, fictitious business name or assumed name), under which Seller conducts the Business;
 - (c) all of Seller’s rights in the internet domain names, www.gasolineapprovalsyste.com and www.edealership.com, and any other internet domain, social media or similar online names, pages or sites registered or used by Seller;
 - (d) to the extent assignable, all of Seller’s rights in all email addresses and other digital addresses or names registered or used by Seller;
 - (e) the goodwill related to any marks, names or other rights assigned in (a), (b), (c) and (d) above; and
 - (f) all rights to sue for past, present and future infringement, dilution or violation of any of such rights, and all of Seller’s claims against any third parties relating thereto, known or unknown, contingent or non-contingent.
2. Seller shall, from time to time and as necessary, execute and deliver to Purchaser all agreements and other documents reasonably necessary to give effect to this Trademark Assignment.

3. This Trademark Assignment is binding on Seller and its successors and assigns for the benefit of Purchaser and its successors and assigns.

4. This Trademark Assignment and the Asset Purchase Agreement (including the Exhibits and Schedules attached, or to be attached), and the "Closing Documents" defined in the Asset Purchase Agreement constitute the entire agreement between the parties as of the date of this Assignment and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the date first written above.

eDealership, LLC

Signature: [Handwritten Signature]

Printed Name: JAMSHYD W DARVISH

Title: MM 8-15-2014

John Darvish

Signature: [Handwritten Signature]

Jamshyd Darvish

Signature: [Handwritten Signature] 8-15-2014

Acknowledgement

On AUGUST 15, 2014,

JAMSHYD DARVISH, MANAGING MEMBER, of eDealership, LLC, acknowledged this Trademark Assignment before me.

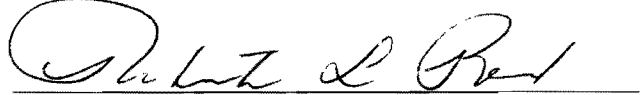
[Handwritten Signature]

Notary Public for the State of MD
My commission expires April 30, 2018

Acknowledgement

On Aug 15, 2014,

John Darvish acknowledged this Trademark Assignment before me.

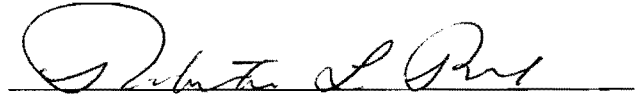


Notary Public for the State of MD
My commission expires April 30, 2018

Acknowledgement

On Aug 15, 2014,

Jamshyd Darvish acknowledged this Trademark Assignment before me.



Notary Public for the State of MD
My commission expires April 30, 2018

**Attachment A
Trademark Registrations**

Jurisdiction	Reg. No.	Filing Date	Issue Date	Mark	Record Owner
United States	3655092	September 15, 2006	July 14, 2009	EDEALERSHIP	Jamshyd Darvish and John Darvish

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