

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enterworks, Inc.		03/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterworks Acquisition, Inc.		
Street Address:	6365 Collins Avenue, Suite 3001		
Internal Address:	c/o Black Dragon Capital, LLC		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2310784	ENTERWORKS	
Registration Number:	2175366	ENTERWORKS.COM	
Registration Number:	2295490	ENTERWORKS	
Registration Number:	2320493	ENTERWORKS	
Registration Number:	2338701	E ENTERWORKS	
Registration Number:	2614003	ENTERWORKS PROCESS INTEGRATOR	
Registration Number:	2630025	ENTERWORKS CONTENT INTEGRATOR	
Registration Number:	2698019	ENTERWORKS	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	mnetanyahu@goodwinprocter.com, kbranzetti@goodwinprocter.com		
Correspondent Name:	MICHAL NETANYAHU		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	130972/237038		

OP \$215.00 2310784

NAME OF SUBMITTER:	MICHAL NETANYAHU
SIGNATURE:	/MICHAL NETANYAHU/
DATE SIGNED:	03/11/2015
Total Attachments: 6 source=Enterworks_IP_Assignment#page1.tif source=Enterworks_IP_Assignment#page2.tif source=Enterworks_IP_Assignment#page3.tif source=Enterworks_IP_Assignment#page4.tif source=Enterworks_IP_Assignment#page5.tif source=Enterworks_IP_Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is made as of March 4, 2015 by and between Enterworks Acquisition, Inc., a Delaware corporation (“Purchaser”) and Enterworks, Inc., a Delaware corporation (“Seller”).

WITNESSETH:

WHEREAS, the parties hereto are also parties to an Asset Purchase Agreement, dated as the date hereof, by and among Seller and Purchaser and the other signatory parties thereto (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement Seller hereby sells, transfers, conveys, assigns, and delivers to Purchaser certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

- (a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);
- (b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);
- (c) the copyright registrations, applications for registration set forth in Schedule C hereto and all issuances, extensions and renewals thereof (the “Copyrights”);
- (d) all rights of any kind whatsoever of Seller accruing under Sections 1(a)-(c) of this IP Assignment provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all items under Sections 1(a)-(d) of this IP Assignment; and

- (f) any and all claims and causes of action, with respect to Sections 1(a)-(e) of this IP Assignment, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon written and appropriate request by Purchaser. Seller shall cooperate with Purchaser in any action Purchaser reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations under this IP Assignment, including, without limitation, the execution of any instruments and paper that are reasonably necessary to consolidate, confirm, vest and/or record Purchaser's ownership of the Assigned IP with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office, or equivalent foreign offices.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this IP Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware without regard to principles of conflicts of laws.

6. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the day and year first above written.

SELLER:

ENTERWORKS, INC.

By: _____

Name: WARREN H. JONES

Title: Acting President & CEO

PURCHASER:

ENTERWORKS ACQUISITION,
INC.

By: _____

Name: Louis Hernandez, Jr.

Title: Managing Partner

SCHEDULE A
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent	Owner	Where Filed	App/Reg No.	Status
5764973: System for Generating Structured Query Language Statements and Integrating Legacy Systems	Enterworks, Inc.	USPTO	08/527432	Granted
6442563: Workflow Management System, Method, and Medium That Morphs Work Items	Enterworks, Inc.	USPTO	09/070639	Granted
6430538: Workflow Management System, Method, and Medium With Personal Subflows	Enterworks, Inc.	USPTO	09/070636	Granted
6697784: Workflow Management System, Method, and Medium With Personal Subflows	Enterworks, Inc.	USPTO	09/873261	Granted

SCHEDULE B
ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS

Trademark	Owner	Where Filed	Reg. No.	Status
ENTERWORKS (Word Mark)	Enterworks, Inc.	USPTO	2310784	Live
ENTERWORKS.COM (Work Mark)	Enterworks, Inc.	USPTO	2175366	Dead
ENTERWORKS (Word Mark)	Enterworks, Inc.	USPTO	2295490	Dead
ENTERWORKS (Word Mark)	Enterworks, Inc.	USPTO	2320493	Dead
E ENTERWORKS (Word Mark)	Enterworks, Inc.	USPTO	2338701	Dead
ENTERWORKS PROCESS INTEGRATOR (Work Mark)	Enterworks, Inc.	USPTO	2614003	Dead
ENTERWORKS CONTENT INTEGRATOR (Work Mark)	Enterworks, Inc.	USPTO	2630025	Dead
ENTERWORKS (Word Mark)	Enterworks, Inc.	USPTO	2698019	Dead

SCHEDULE C
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

Seller has, however, embedded copyright legends in all source code, placed copyright legends on software product screens, and included copyright legends on all marketing materials.