

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bandit Software, LLC		01/02/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Leankit, Inc.		
Street Address:	236 2nd Avenue, South		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	CORPORATION: DELAWARE		
Name:	LeanKit, Inc.		
Street Address:	236 2nd Avenue, South		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4082990	LEANKIT	
CORRESPONDENCE DATA			
Fax Number:	6157262241		
<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:	6152542291		
Email:	tkane@dodsonparker.com		
Correspondent Name:	Tracy D. Kane		
Address Line 1:	1310 Sixth Avenue, North		
Address Line 4:	Nashville, TENNESSEE 37208		
NAME OF SUBMITTER:	Tracy Kane		
SIGNATURE:	/Tracy D. Kane/		
DATE SIGNED:	04/24/2015		

OP \$40.00 4082990

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Agreement*") is executed by BANDIT SOFTWARE, LLC, d/b/a LeanKit, a Tennessee limited liability company (the "*Assignor*") and LEANKIT, INC., a Delaware corporation (the "*Assignee*"), to effect the assignment and assumption of certain rights and obligations of Assignor. The parties hereto are aware that all of the Membership Interests of Assignor have been transferred to Assignee and as a result Assignor is in the process of winding up and this Agreement is entered into to confirm the transfer of the Assumed Obligations (as defined below) to Assignee as part of such winding up. Therefore, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment.

Assignor sells, assigns, and transfers to Assignee, effective as of the stated execution date of this Agreement (the "*Assignment Date*"), all of its right, title, and interest in, to, and under the leases, contracts, and agreements described on Exhibit "A" to this Agreement (the "*Assumed Contracts*"), the Domain Names described on Exhibit "B" to this Agreement (the "*Domain Names*") and all of its right, title and interest, whether statutory or at common law, in and to the registered trademarks and services marks described on Exhibit "C" to this Agreement, together with the goodwill symbolized by them, in and to any and all other trademarks, trade names, service marks, trade dress, and intellectual property, including, but not limited to, copyrights, that are owned by Assignor, and all related registrations and pending applications therefor in the United States of America, its territories and possessions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "*Intellectual Property*"), accurate and complete copies of which were previously delivered to Assignee by Assignor (collectively, the "*Assumed Obligations*").

2. Assumption.

Assignee assumes and shall fully and promptly pay, perform, and discharge when due all rents, liabilities, and obligations of Assignor under the Assumed Obligations, including all that were due and payable, or required to be performed, on or before the Assignment Date.

3. Registration.

Assignee is authorized to file this Assignment and any other documents, certificates, instruments, and registrations with any governmental authority, including specifically the Commissioner of Patents and Trademarks. The Commissioner of Patents and Trademarks is requested to issue the certificates of registration to the Assignee.

4. Further Assurances.

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee any new, additional, or confirmatory instrument and any other document necessary to vest in Assignee all of Assignor's right, title, and interest in, to, and under the

Assumed Obligations or to enable Assignee to realize or to otherwise enjoy the benefits of the Assumed Obligations or to carry into effect the intent and purposes of this Agreement, so long as the requested confirmatory instrument or other document will not increase or extend any liability or obligation of Assignor or impose on Assignor any new or additional liability or obligation.

5. Miscellaneous.

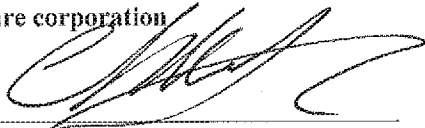
This Agreement records the entire understanding between Assignee and Assignor regarding the assignment of the Assumed Obligations and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written by either of them. The validity, interpretation, construction, and enforcement of this Agreement are governed by the laws of the State of Tennessee and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. This Agreement will become effective as of its stated execution date when it is signed by Assignee and Assignor.

[Signature Page Follows]

EXECUTED: As of January 2, 2013.

ASSIGNEE

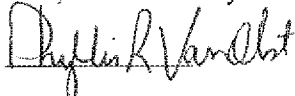
LEANKIT, INC.,
a Delaware corporation

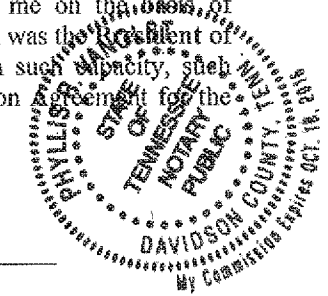
By: 
Chris Hefley, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Chris Hefley, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that such person was the President of LEANKIT, INC., a Delaware corporation, the within named bargainer, and that in such capacity, such person, being authorized so to do, executed the foregoing Assignment and Assumption Agreement for the purposes therein contained, on behalf of the said LEANKIT, INC..

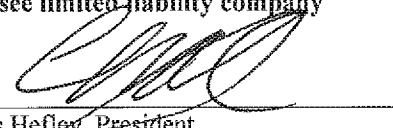
Witness my hand and seal, this the 2nd day of January, 2013.

NOTARY PUBLIC:  My Commission Expires: _____



ASSIGNOR

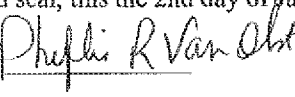
BANDIT SOFTWARE, LLC,
a Tennessee limited liability company

By: 
Chris Hefley, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Chris Hefley, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that such person was the President of BANDIT SOFTWARE, LLC, a Tennessee limited liability company, the within named bargainer, and that in such capacity, such person, being authorized so to do, executed the foregoing Trademark Assignment for the purposes therein contained, on behalf of the said BANDIT SOFTWARE, LLC.

Witness my hand and seal, this the 2nd day of January, 2013.

NOTARY PUBLIC:  My Commission Expires: _____

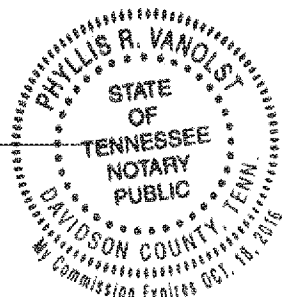


EXHIBIT C TO ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSUMED INTELLECTUAL PROPERTY

1. "Leankit" (trademark) Reg. no. 4,082,990