

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

06/24/2015
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ETAS ID: TM345692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FACILITIES MANAGEMENT SOLUTIONS, LLC		04/17/2015	LIMITED LIABILITY COMPANY; UNITED STATES; Delaware

RECEIVING PARTY DATA	
Name:	Ascendum Solutions, LLC
Street Address:	10290 Alliance Rd.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45242
Entity Type:	LIMITED LIABILITY COMPANY; OHIO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	4689301	

CORRESPONDENCE DATA

Fax Number: 5137925105

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.

Email: GENERAL-COUNSEL@VORAVENTURES.COM

Correspondent Name: ASCENDUM SOLUTIONS, LLC

Address Line 1: 10290 ALLIANCE ROAD

Address Line 4: CINCINNATI, OHIO 45242

NAME OF SUBMITTER:	Ria Schalnat
SIGNATURE:	/Ria Schalnat/
DATE SIGNED:	06/24/2015

Total Attachments: 4

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OP \$40.00 4689301

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this 17th day of April, 2015 (the "Effective Date") among **Facilities Management Solutions, LLC**, a Delaware limited liability company ("Seller"), **Ascendum Solutions, LLC**, an Ohio limited liability company, ("Buyer"), and **Turner Construction Company** ("Shareholder").

W I T N E S S E T H:

WHEREAS, Seller operates a digital services business related to construction and facilities management (such digital services business, excluding Seller's commissioning product business (as defined below) and operations/management business and assets used as part of Seller's commissioning product business is hereinafter referred to as the "Business");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of the assets of Seller used in or useful to such Business upon and subject to the terms and conditions hereof; provided that the purchased assets shall not include any assets not specifically identified as purchased assets in this Agreement.

WHEREAS, Buyer and Shareholder wish to cooperate in the future to their mutual benefit.

NOW, THEREFORE, in consideration of the terms, conditions, agreements and covenants hereinafter set forth, and in reliance on the representations and warranties hereinafter set forth, Buyer, Seller and Shareholder hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions hereof, at the Closing (as defined in Section 6.1 hereof), Seller will sell to Buyer and Buyer will purchase from Seller, the following assets of Seller (such assets to be sold and purchased hereunder are hereinafter referred to as the "Assets"). Seller agrees to sign any documents necessary for Buyer to record these interests at the United States Patent and Trademark Office or other authority associated with the Assets. The Assets shall be sold free and clear of any liens, claims or encumbrances, and shall consist of the following:

- (A) The furniture, fixtures and equipment and all other tools, equipment, and inventory set forth on Exhibit A.
- (B) The account / customer list set forth on Exhibit G and good will of the Business.

- (C) Seller does hereby irrevocably assign to Buyer all rights, title and interest (including, but not limited to all registration rights with respect to the registered or unregistered trade names, good will, trademarks and, copyrights, set forth on Exhibit N (the "Marks"), all rights to prepare derivative marks, all goodwill and all other rights in and to the Marks. Seller asserts that a petition to revive the Facilify mark, that was previously unintentionally abandoned, was filed at the United States Patent & Trademark Office as referenced on Exhibit N.
- (D) The website domain rights set forth on Exhibit H and other advertising related to the Business including, but not limited to, the documents provided in Exhibits I (rebranded as necessary to remove references to Turner).
- (E) All files and records, reasonably accessible to the Seller, related to customers of the Business in the possession of Seller.
- (F) All contracts set forth on Exhibit B (the "Assumed Contracts").
- (G) Accounts Receivable with respect to uncollected accounts, solely with respect to Assumed Contracts, estimated to be in the approximate amount of \$364,541.00. ("Accounts Receivable" which includes potential billable revenue).
- (H) The software and product documentation set forth on Exhibit J and all help files in the possession of Seller comprising the following products: c.docs, e.docs, facilify, TOP, and Carpenter Tech (the "FMS Software").
- (I) For the patents listed in Exhibit N as well as innovations and enhancements provided in Exhibits Q and R, Seller does hereby irrevocably assign to Buyer the entire right, title and interest in, to and under the inventions, and all patent applications and all divisions, renewals, and continuations thereof, and all Patents of the United States that have been or may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the United States application under the Patent Laws of the United States, the International Convention for the Protection of Industry Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industry property protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or counties foreign to the United States and all extensions, reexaminations and reissues thereof.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, except to the extent specifically identified as an Asset in Section 1.1 above and the

- 8.7 Remedies. Buyer and Seller acknowledge and agree that Buyer or Seller, as the case may be, would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the Buyer or Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Buyer or Seller may be entitled, at law or in equity, each of Buyer and Seller shall be entitled to enforce any provision of this Agreement by a decree of specific performance and temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. Each of Buyer and Seller shall be entitled to seek or be granted (a) any temporary, preliminary or permanent injunctive relief hereunder or (b) enforcement of any provision of this Agreement by a decree of specific performance.
- 8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.
- 8.9 Exhibits. The exhibits referred to in this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein.
- 8.10 Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the state of Ohio, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Facilities Management Solutions, LLC
By: Turner Construction Company, its
sole member

DocuSigned by:
By: Mark Boyle
Name: DA8FC45E1C9D463...
Title: Senior Vice President

BUYER:

Ascendum Solutions, LLC

DocuSigned by:
By: Kris Nair
Name: 88631CB33B564FB...r, President of Ascendum
Solutions, LLC

SHAREHOLDER:

Turner Construction Company

DocuSigned by:
By: Mark Boyle
Name: DA8FC45E1C9D463...
Title: Senior Vice President