

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM362868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TKS Solutions, LLC		11/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Eze Castle Software LLC		
Street Address:	12 Farnsworth Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4734865	PENNY IT WORKS	
CORRESPONDENCE DATA			
Fax Number:	5852631600		
<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:	5852631000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	75035-1		
NAME OF SUBMITTER:	Kristen M. Walsh		
SIGNATURE:	/kristenmwash/		
DATE SIGNED:	11/18/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of November 2, 2015, by and between TKS Solutions, LLC, a Delaware limited liability company (“**Assignor**”), and Eze Castle Software LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of October 20, 2015 by and among Assignor, Assignee, and the other parties thereto (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to all the Acquired Intellectual Property and all Intellectual Property therein, including the Acquired Intellectual Property set forth on Exhibit A (collectively, the “**IP**”), and the Assignee has agreed to accept said assignment.

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

1. **Assignment.** Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee its entire right, title and interest in and to the IP, together with all rights, licenses and other agreements, if any, heretofore made by Assignor in respect of, or relating to, the IP and all income, royalties, fees and payments, if any, now or hereafter due or payable in respect to the IP, including any rights to file an action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the IP, with a right to sue for, and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, or other legal representatives. Assignee hereby accepts Assignor’s assignment and transfer of the IP.
2. **Further Action.** Assignor shall execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment and Assignee’s ownership of all right, title and interest in, to and under the IP.
3. **Terms of the Purchase Agreement.** The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.
4. **Governing Law.** This Assignment will be governed by and construed and enforced in accordance with the Laws of the State of New York without regard to principles of conflicts of Law.
5. **Successors and Assigns.** This Assignment is binding on and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Counterparts. This Assignment may be executed in multiple counterparts and transmitted electronically, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

TKS SOLUTIONS, LLC

By: 

Name: Ronald Kashden

Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

EZE CASTLE SOFTWARE LLC

By: 

Name: David Quinlan

Title: Executive Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

Exhibit A

See Attached.

Schedule 5.07(a)
Intellectual Property

1. Software packages: Penny it Works, Penny Fee Calculator, Penny Looking Glass, Penny Bullpen, Penny Shadowing, Penny Tax Module
2. Registered trademarks: Penny it Works, Registration No. 4,734,865
3. Internet domain: pennyitworks.com.