

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Descartes Systems (USA) LLC		01/12/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Descartes U.S. Holdings, Inc.		
Street Address:	120 Randall Drive		
City:	Waterloo, Ontario		
State/Country:	CANADA		
Postal Code:	N2V 1C6		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4671305		
Registration Number:	4671307		
Registration Number:	4671309	BEARWARE	
Registration Number:	4671311	BEARWARE	
CORRESPONDENCE DATA			
Fax Number:	3129130002		
<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:	(312) 913-0001		
Email:	docketing@mbhb.com, moran@mbhb.com, potempam@mbhb.com		
Correspondent Name:	Eric R. Moran		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	31st Floor		
Address Line 4:	CHICAGO, ILLINOIS 60606-6709		
ATTORNEY DOCKET NUMBER:	CM 1540/78		
NAME OF SUBMITTER:	Eric R. Moran		
SIGNATURE:	/Eric R. Moran/		
DATE SIGNED:	08/04/2016		

CH \$115.00 4671305

Total Attachments: 2

source=Bill of Sale Between DS (USA) LLC and DUSH, Inc. (Bearwear Merger) (redacted)#page1.tif

source=Bill of Sale Between DS (USA) LLC and DUSH, Inc. (Bearwear Merger) (redacted)#page2.tif

BILL OF SALE

Descartes Systems (USA) LLC (the "Transferor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, assigns and conveys to Descartes U.S. Holdings, Inc. and its successors and assigns ("Transferee"), all of the assets listed on Attachment A hereto (the "Assets").

Transferor hereby appoints Transferee the attorney in fact of Transferor, with full power of substitution on behalf of Transferee to demand and receive any of the Assets and to give receipts and releases for the same, to institute and prosecute in the name of Transferor, but for the benefit of Transferee, any legal or equitable proceedings Transferee deems proper in order to enforce any rights in the Assets and to defend or compromise any legal or equitable proceedings relating to the Assets as Transferee shall deem advisable. Transferor hereby declares that the appointment made and powers granted hereby are coupled with an interest and shall be irrevocable by Transferor.

Transferor hereby agrees that Transferor and Transferor's successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, documents, or instruments confirming the conveyance of any of the Assets to Transferee as Transferee shall reasonably deem necessary, provided that Transferee shall provide all necessary documentation to Transferor.

This Bill of Sale is executed in connection with that certain Asset Purchase Agreement, of even date hereof, between Transferee and Transferor.

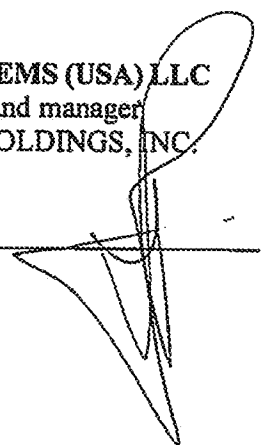
This Bill of Sale is executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Delaware, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Effective as of January 12, 2016.

TRANSFEROR:

DESCARTES SYSTEMS (USA) LLC
By: its sole member and manager
DESCARTES U.S. HOLDINGS, INC.

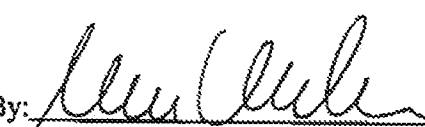
By: _____
J. Scott Pagan
President



TRANSFEE:

DESCARTES U.S. HOLDINGS, INC.

By: _____
Michael Verhoeve
Vice-President



ATTACHMENT A TO BILL OF SALE

All intellectual property rights and assets of BearWare, Inc., including without limitation all software, data and related tools including the software listed below and related services

REDACTED

All patents or patent applications, trademarks, tradenames and domain names.