

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394299

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900372277		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMATIC SOFTWARE, LLC		07/22/2016	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	OMATIC SOFTWARE, LLC		
Street Address:	3200 NORTH CAROLINA AVENUE		
City:	NORTH CHARLESTON		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4561024	APPOMATIC	
Registration Number:	4410260	IMPORTOMATIC	
Registration Number:	4424465	OMATIC SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Blvd., Ste. 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	A9501-0012		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	08/09/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) dated as of July 22, 2016, is made by and between **Omatic Software, LLC**, a Delaware limited liability company (“Assignee”), and **Omatic Software, LLC**, a South Carolina limited liability company (“Assignor”) pursuant to that certain Asset Purchase Agreement, dated of even date herewith, by and among by and among Assignee, Assignor, and Jeffrey Montgomery (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment and Assumption Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, being incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a “Party”; collectively, the “Parties”) hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title and interest in and to the following assets (collectively, the “Assets”):

(a) all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “Trademarks”);

(b) all internet websites and internal domain names, including, without limitation, those set forth on **Exhibit B** attached hereto (collectively, the “Domain Names”);

(c) all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the “Social Media Accounts”);

(d) all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) all amendments, extensions, renewals and extensions of any of the Trademarks, Domain Names, or Social Media Accounts; and

(f) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Law; Dispute Resolution. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. Further Assurances. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Entire Agreement. This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

6. Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Recitals. The recitals in the preamble of this Agreement are hereby incorporated by reference into this Agreement in their entirety.

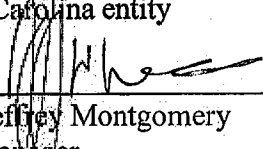
8. Counterparts. This Agreement may be executed in two or more counterparts, any of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. Severability. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement by their duly authorized officers as of the day and year first above written.

OMATIC SOFTWARE, LLC
a South Carolina entity

By: 
Name: Jeffrey Montgomery
Title: Manager

OMATIC SOFTWARE, LLC
a Delaware entity

By: _____
Name: Daniel Kim
Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

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TRADEMARK
REEL: 005848 FRAME: 0965

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement by their duly authorized officers as of the day and year first above written.

OMATIC SOFTWARE, LLC
a South Carolina entity

By: _____
Name: Jeffrey Montgomery
Title: Manager

OMATIC SOFTWARE, LLC
a Delaware entity

By:  _____
Name: Daniel Kim
Title: CEO

EXHIBIT A

TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85821891	4561024	APPOMATIC	TSDR	LIVE
2	85821897	4410260	IMPORTOMATIC	TSDR	LIVE
3	85821894	4424465	OMATIC SOFTWARE	TSDR	LIVE

EXHIBIT B

DOMAIN NAMES

DOMAIN NAMES

DomainName	Expiration Date
ACTIONOMATIC.COM	1/23/2017
AFFINISCORE.COM	3/5/2018
APPOMATIC.COM	1/25/2018
APPOMATIC.NET	4/16/2017
APPOMATIC.ORG	6/30/2017
BILL-O-MATIC.COM	7/2/2018
BLACKBUS.NET	12/9/2019
BLACKBUS.ORG	12/8/2016
cashdatalove.com	9/21/2016
COMMUNITYSERVICESINC.NET	1/21/2018
CRMOMATIC.COM	5/29/2017
DISCOVEROMATICSERVICES.COM	2/12/2017
EFTNOTICE.COM	6/19/2018
ESCHOOLTUITION.COM	9/13/2018
EXPLOREOMATICSERVICES.COM	2/12/2017
EXPORTOMATIC.COM	4/23/2017
IMPORT-O-MATIC.COM	9/7/2017
INVANTAGE.US	9/23/2018
JOEMATIC.COM	10/4/2018
MERGEOMATIC.COM	7/16/2016
O-MATIC.ME	4/8/2018
O-MATIC.US	4/7/2018
O-MATICSOFTWARE.COM	2/23/2017
OMATIC.ME	2/6/2018
OMATIC.SERVICES	12/11/2016
OMATICCONSULTING.COM	7/3/2018
OMATICCRM.COM	5/29/2017
OMATICSERVICES.COM	12/11/2016
OMATICSOFTWARE.COM	2/23/2020
OMATICSTRATEGICSERVICES.COM	1/19/2017
PALMETTOTECH.COM	1/9/2017
PEPPERWORTH.ORG	12/29/2018
POS-PAY.COM	8/1/2016
SYNCOMATIC.COM	8/4/2016
TRYIMPORTOMATIC.COM	7/20/2016

EXHIBIT C

SOCIAL MEDIA ACCOUNTS

<https://www.facebook.com/OmaticSoftware>

[https://twitter.com/Omatic Software](https://twitter.com/OmaticSoftware)

<https://www.youtube.com/user/OmaticSoftware>

<https://www.linkedin.com/company/omatic-software>