

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396651

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY STATE OF FORMATION AND ADD OMITTED TRADEMARK REGISTRATION NUMBER previously recorded on Reel 005404 Frame 0257. Assignor(s) hereby confirms the ASSIGNMENT AND ASSUMPTION AGREEMENT.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN CADASTRE, LLC		08/29/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	GRANICUS, INC.		
Street Address:	707 17th Street		
Internal Address:	Suite 4000		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3344032	AMCAD	
Registration Number:	3863330	ROAM	
Registration Number:	4025409	EUNIVERSA	
Registration Number:	3813635	AICMS	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	etillman@mmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	ATLANTA, GEORGIA 30326		
NAME OF SUBMITTER:	R. Lee Strasburger, Jr.		
SIGNATURE:	/R. Lee Strasburger, Jr./		

CH \$115.00 3344032

DATE SIGNED:

08/29/2016

Total Attachments: 9

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Cadastre, L.L.C.		11/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Granicus, Inc.		
Street Address:	600 Harrison Street		
Internal Address:	Suite 120		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3863330	ROAM	
Registration Number:	4025409	EUNIVERSA	
Registration Number:	3813635	AICMS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	896553-605003.-GRANICUS		
NAME OF SUBMITTER:	Leozino Agozzino		
SIGNATURE:	/Leozino Agozzino/		
DATE SIGNED:	11/19/2014		
Total Attachments: 5			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

(Trademarks)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of November, 2014, by and between **American Cadastre, L.L.C.**, a Delaware limited liability company ("Assignor") and **Granicus, Inc.**, a California corporation ("Assignee").

WHEREAS, Assignor and K2 Private Investors, L.P. ("Buyer") are parties to an Asset Purchase Agreement, dated as of November 12, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, convey and deliver to Buyer and Buyer has agreed to purchase, accept and assume from Assignor all right, title and interest in and to certain Intellectual Property, including the Trademarks identified on Exhibit "A" attached hereto;

WHEREAS, pursuant to an Assignment and Assumption Agreement, dated November 13, 2014 (the "Assignment"), between Buyer and Assignee, Buyer has assigned to Assignee all of its rights and obligations as "buyer" under the Purchase Agreement, including the right to acquire the Trademarks; and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement and the Assignment, Assignor desires to assign and transfer and Assignee desires to assume and accept all rights in the Trademarks identified on Exhibit "A" attached hereto, in accordance with the terms, conditions, covenants, and agreements hereinafter set forth.

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

1. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.
2. **Assignment and Assumption**. Effective as of the date hereof and subject to the terms and conditions of the Purchase Agreement and the Assignment, Assignor hereby assigns, transfers, delivers and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, the entire right in, to and under the Trademarks and the goodwill appurtenant thereto.
3. **All Rights Inclusive**. This Agreement includes the right to apply for registration of any and all of the Trademarks in any and all jurisdictions and countries where such registration is desired by Assignee in Assignee's own name or such other name(s) as Assignee may choose, the right to renew any existing registration, and the right to claim for any and all damages by reason of past infringement of any of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.
4. **Additional Documents; Further Assurances**. Assignor hereby agrees to execute, upon the request of Assignee, such additional documents, agreements and instruments as are

necessary to register and otherwise give full effect to the rights of Assignee in and to the Trademarks under or to otherwise effectuate the intent of this Agreement, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and any other appropriate foreign or international office or registrar, all at Assignee's sole cost and expense. Assignor authorizes the Commissioner for Trademarks to issue or transfer to Assignee all pending trademark applications and trademark registrations issued with respect to any such Trademarks.

5. Purchase Agreement. This Agreement is delivered in connection with the Purchase Agreement and is subject to and shall be governed by the representations, warranties, covenants, terms and conditions thereof. In the event of any ambiguity or inconsistency between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. Modification and Waiver. No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors or permitted assigns.

7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

8. Governing Law and Jurisdiction. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made therein, without regard to rules of conflicts of law, except to the extent that such laws are superseded by the Bankruptcy Code.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile or 'pdf' signatures shall be sufficient for execution of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by the parties as of the date and year first above written.

ASSIGNOR:

AMERICAN CADASTRE, L.L.C.

By: 
Name: Patrick Conley
Title: President

ASSIGNEE:

GRANICUS, INC.

By: _____
Name: Taylor Beaupain
Title: President

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by the parties as of the date and year first above written.

ASSIGNOR:

AMERICAN CADASTRE, L.L.C.


By: _____

Name: Patrick Conley

Title: President

ASSIGNEE:

GRANICUS, INC.

By:  _____

Name: Taylor Beaupain

Title: President

Exhibit A

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
ROAM	77947065	3863330	October 19, 2010
eUniversa	85207849	4025409	September 13, 2011
AiCMS	77864012	3813635	July 6, 2010

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Amendment**"), executed by the undersigned parties, is made effective as of the 29th day of August, 2016, by and between **American Cadastre, L.L.C.**, a Virginia limited liability company ("**Assignor**") and **Granicus, Inc.**, a California corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated November 14, 2014 (as amended, the "**Agreement**");

WHEREAS, the Agreement concerns the assignment of certain "Trademarks" (as such quoted terms are defined in the Agreement) but unintentionally does not include U.S. Trademark Reg. No. 3,344,032, AMCAD (the "**Additional Trademark**") on Exhibit A of the Agreement;

WHEREAS, the Agreement unintentionally indicates that Delaware is the state of formation for Assignor instead of Virginia;

WHEREAS, the parties desire to amend the Agreement as more particularly set forth herein to include the Additional Trademark on Exhibit A and indicate the correct state of formation for Assignor;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor hereby amend the Agreement as follows:

1. Exhibit A is amended to include the Additional Trademark:

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMCAD	78894743	3344032	November 27, 2007


2. The first paragraph is amended to state that the Agreement is "by and between American Cadastre, L.L.C., a Virginia limited liability company."

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

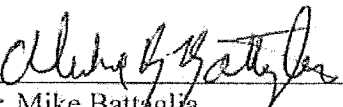
ASSIGNEE:

Granicus, Inc., a California corporation

By: 
Name: Jason Fletcher
Title: CEO

ASSIGNOR:

American Cadastre, L.L.C., a Virginia limited liability company

By: 
Name: Mike Battaglia
Title: Managing Director