

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM400849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROFITsystems, Inc.		10/03/2016	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accellos, Inc.		
<b>Street Address:</b>	90 S Cascade Ave # 1200		
<b>City:</b>	Colorado Springs		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80903		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3097909	PROFITSYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8012141964		
<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>			
<b>Phone:</b>	8017995892		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Tiffany Shimada, Holland & Hart LLP		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn: Trademark Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80201-8749		
<b>NAME OF SUBMITTER:</b>	Tiffany D.W. Shimada		
<b>SIGNATURE:</b>	/Tiffany Shimada/		
<b>DATE SIGNED:</b>	10/04/2016		
<b>Total Attachments: 3</b>			
source=Profitsystems-Accellos_Trademark Assignment Agmt_Oct32016_Redacted#page1.tif			
source=Profitsystems-Accellos_Trademark Assignment Agmt_Oct32016_Redacted#page2.tif			
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OP \$40.00 3097909

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 3, 2016, is made by PROFITsystems, Inc. ("Seller"), a Colorado corporation, in favor of Accellos, Inc. ("Buyer"), a Delaware corporation.

WHEREAS, Seller desires to convey, transfer and assign to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party ("Licenses");

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and

provide such cooperation and assistance to Buyer 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 Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Denver County, State of Colorado, in any legal suit, action or proceeding arising out of or based upon this Agreement.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PROFITsystems, Inc.

By: Michael J. Cornell  
Name: Michael J. Cornell  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:


Accellos, Inc.

By: Michael J. Cornell  
Name: Michael J. Cornell  
Title: Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UNITED STATES TRADEMARK REGISTRATION**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
PROFITSYSTEMS and Design: 	3097909	2 June 2005	30 May 2006