

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406303

<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>
Data Support Systems, Inc.		10/26/2016	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wausau Financial Systems, Inc.		
<b>Street Address:</b>	P.O. Box 37		
<b>City:</b>	Wausau		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54555		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3831961	TRIPS	
<b>Registration Number:</b>	3831962	TRIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	612.371.5213		
<b>Email:</b>	dockmpls@merchantgould.com		
<b>Correspondent Name:</b>	Heather J. Kliebenstein		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	12839.0307US01		
<b>NAME OF SUBMITTER:</b>	Heather J. Kliebenstein		
<b>SIGNATURE:</b>	/Heather J, Kliebenstein/		
<b>DATE SIGNED:</b>	11/22/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

October 26, 2016

A. Data Support Systems, Inc. a Nebraska corporation (“Assignor”), is the owner of those certain trademarks listed on Exhibit A attached hereto (the “Marks”); and

B. Wausau Financial Systems, Inc. a Wisconsin corporation (“Assignee”), and Assignor are parties to an Asset Purchase Agreement (the “Purchase Agreement”) whereby Assignor conveys, transfers, and assigns to Assignee, among other assets, certain intellectual property of Assignor, including the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignment. Assignor hereby conveys, transfers, and assigns to Assignee all of its right, title and interest in and to each of the Marks, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.

2. Acceptance. Assignee accepts all right, title, and interest in and to the Marks.

3. Miscellaneous. (a) This Agreement is made subject to all of the representations, warranties and all other provisions set forth in the Purchase Agreement. This Agreement does not supersede or amend the Purchase Agreement in any respect. This Agreement is made pursuant to the Purchase Agreement, and is subject to the limitations contained in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

(b) This Agreement will be construed under and governed by the laws of the State of Delaware.

(c) This Agreement may be executed in any number of counterparts, including by way of facsimile or Portable Document Format, each of which will be deemed an original and all of which will constitute one agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

**ASSIGNOR:**

Data Support Systems, Inc.

By: [Signature]  
Its: CEO

STATE OF Nebraska )  
 )ss:  
COUNTY OF Douglas )

On this 26<sup>th</sup> day of October, 2016, personally appeared Carl A. Bortel, Jr., to me known and known to be the CEO of Data Support Systems, Inc. a Nebraska corporation, and acknowledged that he/she executed the foregoing Agreement on behalf of said corporation pursuant to authority duly received.

Catherine A. Wells  
Notary Public

**ASSIGNEE:**

Wausau Financial Systems, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of Wausau Financial Systems, Inc. a Wisconsin corporation, and acknowledged that he/she executed the foregoing Agreement on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

*Signature Page to Trademark Assignment Agreement*



**EXHIBIT A**

**United States Trademark Registrations**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRIPS	3,831,961	August 10, 2010
TRIPS and design	3,831,962	August 10, 2010

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