

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410406

<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>
WorkWise DGA Holdings, Inc.		10/31/2012	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WorkWise, LLC		
<b>Street Address:</b>	N80 W12878 Fond du Lac Avenue		
<b>City:</b>	Menomonee Falls		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53051		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979771	RB-ERP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142715770		
<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>	414-271-7590		
<b>Email:</b>	joannk@andruslaw.com		
<b>Correspondent Name:</b>	Andrus Intellectual Property Law, LLP		
<b>Address Line 1:</b>	100 East Wisconsin Avenue		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Peter T. Holsen		
<b>SIGNATURE:</b>	/Peter T. Holsen/		
<b>DATE SIGNED:</b>	12/28/2016		
<b>Total Attachments: 5</b>			
source=Contribution Agreement-WWInc-WWLLC#page1.tif			
source=Contribution Agreement-WWInc-WWLLC#page2.tif			
source=Contribution Agreement-WWInc-WWLLC#page3.tif			
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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), effective as of 12:01 a.m., Central Time, on October 31, 2012 (the "Effective Time"), by and between WorkWise DGA Holdings, Inc., a Wisconsin corporation formerly known as WorkWise, Inc. ("Transferor"), and WorkWise, LLC, a Wisconsin limited liability company ("Recipient").

### RECITALS

WHEREAS, Transferor desires to transfer to Recipient and Recipient desires to acquire and assume from Transferor all of Transferor's assets and liabilities (other than the Excluded Assets and Excluded Liabilities as hereinafter defined).

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

### 1. TRANSFER OF ASSETS

1.1. Transferred Assets. Effective as of the Effective Time, Transferor hereby sells, transfers, conveys, assigns and delivers to Recipient, and Recipient hereby acquires and accepts, all of Transferor's right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Transferor, together with all rights associated with such assets, other than the Excluded Assets, which transferred assets (collectively, the "Transferred Assets") include, without limitation, the following:

1.1.(a) Balance Sheet Assets. Assets of Transferor that would be reflected on a balance sheet of Transferor as of the time immediately prior to the Effective Time.

1.1.(b) Licenses; Permits. All licenses, permits, approvals and certifications of Transferor.

1.1.(c) Trade Rights. All of Transferor's interest to the extent owned by Transferor in any patent, copyright, trademark, trade name, brand name, service mark, logo, symbol, trade dress, design or representation or expression of any thereof, or registration or application for registration thereof, or any other invention, trade secret, technical information, know-how, proprietary right or intellectual property, technologies, methods, designs, drawings, software (including documentation and source code listings), processes and other proprietary properties or information, including, without limitation, the name "WorkWise" and all variations thereof and all similar names and the goodwill associated therewith, together with all trademarks, service marks and trade names of Transferor relating thereto; provided, however, that Transferor shall be allowed to use the name "WorkWise DGA Holdings, Inc." as its corporate name from and after the Effective Time.

1.1.(d) Contracts. All Transferor's rights in, to and under all contracts, agreements, purchase orders and sales orders of Transferor, including, without limitation, leases of real or personal property leased by Transferor, contracts, agreements or licenses granting any third party the right to use software of Transferor, agreements or licenses granting Transferor the right to use any software, contracts for the development of new technology, installment sales agreements, agreements relating to the purchase of capital items, hold harmless and indemnification covenants and agreements and noncompete and confidentiality agreements (hereinafter "Contracts"). To the extent that any Contract for which assignment to Recipient is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof or cause any such Contract to be void. If any such consent shall not be obtained, then Transferor shall cooperate with Recipient in any reasonable arrangement designed to provide for Recipient the benefits intended to be assigned to Recipient under the relevant Contract, including enforcement at the cost and for the account of Recipient of any and all rights of Transferor against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

1.1.(e) Records and Files. All records, files, invoices, accounting records, business records, operating data and other data of Transferor.

1.1.(f) Notes and Accounts Receivable. All rights of Transferor in notes, drafts and accounts receivable of Transferor, including security and guarantee rights.

1.1.(g) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the Effective Date hereof, and other intangible rights and assets of Transferor.

1.2. Excluded Assets. The provisions of Section 1.1 notwithstanding, Transferor shall not sell, transfer, assign, convey or deliver to Recipient, and Recipient will not acquire or accept Transferor's franchise to be a corporation and its minute books and stock record books (collectively, the "Excluded Assets").

## 2. ASSUMPTION OF LIABILITIES

Effective as of the Effective Time and in consideration for the transfer of assets by Transferor under this Agreement, Recipient hereby assumes and agrees to perform and discharge all Liabilities (as defined below) of Transferor other than Liabilities of Transferor in respect of Taxes, except for any Taxes payable by Recipient pursuant to Section 4.4 below (collectively, the "Assumed Liabilities"). As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. "Taxes" shall mean all income, profit, payroll, social security, turnover, withholding, franchise, gross receipts, sales, use, transfer, registration, recording, value added, ad valorem, real or personal property, excise, occupation, customs, import and export or any other taxes and governmental fees imposed by any federal, state, county, local, territorial, provincial, or foreign governmental

entity, and all interest, penalties, deficiencies and assessments due on account thereof, whether disputed or undisputed and whether imposed by law, order, contract or otherwise. Liabilities of Transferor in respect of Taxes are referred to herein as the "Excluded Liabilities."

### 3. EMPLOYEE AND EMPLOYEE BENEFIT MATTERS

3.1. Affected Employees. "Affected Employees" shall mean all employees of Transferor as of the Effective Time, including without limitation those employees who are physically present for work, those employees who are eligible for work but are not scheduled to work, those employees who are on vacation, holiday, jury duty or similar limited duration time-off and employees not actively employed due to a sick leave, disability leave or other personal leave of absence.

3.2. Transfer of Employment. As of the Effective Time, Affected Employees shall be transferred to the employ of Recipient. Such transfer shall not be deemed to be a termination of employment for any purpose, and such transfer shall not interrupt, terminate or have any other effect on any Affected Employee's service accumulated for any employee benefit purpose immediately prior to the Effective Time.

3.3. Employee Benefit Plans. The transfer of an Affected Employee to the employ of Recipient as described in Section 3.2 shall have no effect on the eligibility, continuing participation status and accrued benefits of that Affected Employee with respect to any benefit plans sponsored or maintained by Transferor on the date hereof. After the Effective Time, Recipient shall become the primary sponsor of all such employee benefit plans, including, without limitation, qualified and nonqualified employee pension benefit plans, employee welfare benefit plans and employee fringe benefit arrangements, maintained from time to time for Affected Employees. Transferor and Recipient agree that Recipient shall be named as the covered employer under any insurance contracts maintained pursuant to such employee benefit plans or arrangements and that each shall take any other necessary steps to ensure continuity of benefit plan coverage for Affected Employees.

### 4. MISCELLANEOUS

4.1. Further Assurance. From time to time, at Recipient's request and without further consideration, Transferor will execute and deliver to Recipient such documents and take such other action as Recipient may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Recipient good, valid and marketable title to the Transferred Assets, including without limitation executing documents as may be necessary to enable Recipient to reflect the transfers contemplated hereby in any government office.

4.2. Assignment; Parties in Interest.

4.2.(a) Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party.

4.2.(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Except as provided in Section 4.2(a), nothing contained herein shall be

deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

4.3. Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4.4. Expenses. The provisions of Article II notwithstanding, Recipient will bear all applicable sales, use, real estate transfer, excise, recording, filing or similar fees or taxes incurred with respect to the consummation of the transactions contemplated hereby.

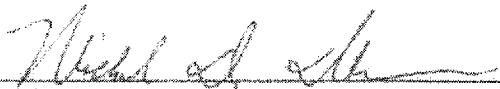
4.5. Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

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

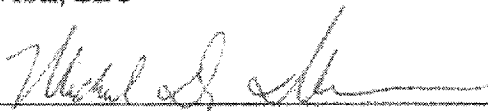
4.7. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

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

**WORKWISE DGA HOLDINGS, INC.**

By:   
Name: Michael D. Dunham  
Title: Vice President and Secretary

**WORKWISE, LLC**

By:   
Name: Michael D. Dunham  
Title: Authorized Signatory