

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413436

<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>
Spero Software, LLC		05/07/2014	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bowman Technologies, LLC		
<b>Street Address:</b>	333 Texas Street, Suite 300		
<b>City:</b>	Shreveport		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	71101		
<b>Entity Type:</b>	Limited Liability Company: LOUISIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4165300	S SPERO SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129843150		
<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>	312-984-3100		
<b>Email:</b>	trademarks@bfkn.com		
<b>Correspondent Name:</b>	Thomas M. Gniot		
<b>Address Line 1:</b>	200 W. Madison Street, Suite 3900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	MWIS-0143		
<b>NAME OF SUBMITTER:</b>	Thomas M. Gniot		
<b>SIGNATURE:</b>	/Thomas M. Gniot/		
<b>DATE SIGNED:</b>	01/24/2017		
<b>Total Attachments: 27</b>			
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## ASSET PURCHASE AGREEMENT

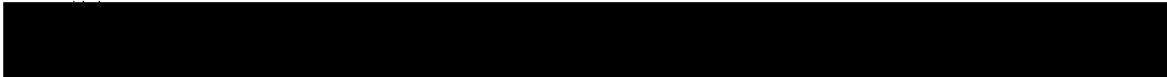
THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered effective as of May 7, 2014 (the "Effective Date"), by and between SPERO SOFTWARE, LLC, a California limited liability company ("Seller"), LAURIE KRONYAK ("Kronyak"), and BOWMAN TECHNOLOGIES, LLC ("Buyer").

### Recitals

Seller is engaged in the business of Software Development ("Business"); and

Buyer wishes to buy from Seller, and Seller wishes to sell to Buyer, the assets of the Business and related rights for the price and subject to the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and of the mutual covenants and agreements set forth below, Seller, Kronyak, and Buyer do hereby agree as follows:

1. Purchase and Sale of the Assets. Pursuant to the provisions of this Agreement, Buyer hereby purchases from Seller, and Seller hereby sells transfers, conveys, and delivers to Buyer, for the consideration and upon the terms and conditions hereinafter stated, all right, title, and interest in and to all of the assets of Seller, including:
  - a. 
  - b. Intellectual property, including,
    - i. All of Seller's inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
    - ii. All of Seller's trademarks, service marks, trade dress, logos, trade rights, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
    - iii. All of Seller's copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;
    - iv. All of Seller's trade secrets and confidential business information (including ideas, research and development, know-how, work product, formulas, compositions, production processes and techniques, technical data, designs, drawings, specifications,

customer and supplier lists, pricing and cost information, and business and marketing plans and proposals);

- v. Seller's computer software (including source code, executable code, data, databases, and related documentation);
- vi. All of Seller's advertising and promotional materials;
- vii. All of Seller's other proprietary rights;
- viii. All of Seller's copies and tangible embodiments thereof (in whatever form or medium), including all derivative products, updates, modifications or improvements, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions ((i)-(viii) are collectively "Intellectual Property");

c.

[REDACTED]

d.

[REDACTED]

e.

[REDACTED]

f.

[REDACTED]

g.

[REDACTED]

h.

[REDACTED]

- i. Those assets listed on Exhibit A attached hereto and by this reference made a part hereof; provided, however, the Assets shall not include the corporate charter, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation.

All of the above in (a) through (i) shall be collectively referred to as the "Assets."

2.

[REDACTED]

[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

a.

[REDACTED]

b.

[REDACTED]

i.

[REDACTED]

ii.

[REDACTED]

c.

[REDACTED]

[REDACTED]

d.

[REDACTED]

5. Representations and Warranties.

a. Representations and Warranties of Seller and Kronyak. Seller and Kronyak (each a "Seller's Party" and collectively "Seller's Parties"), individually and in solido, represent and warrant to Buyer that the statements contained in this Section are correct and complete as of the Effective Date:

i.

[REDACTED]

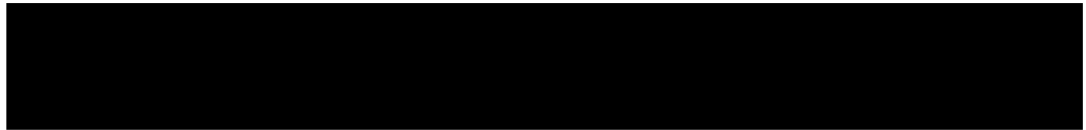
ii. Intellectual Property.

1. Seller solely owns all Intellectual Property. [REDACTED]

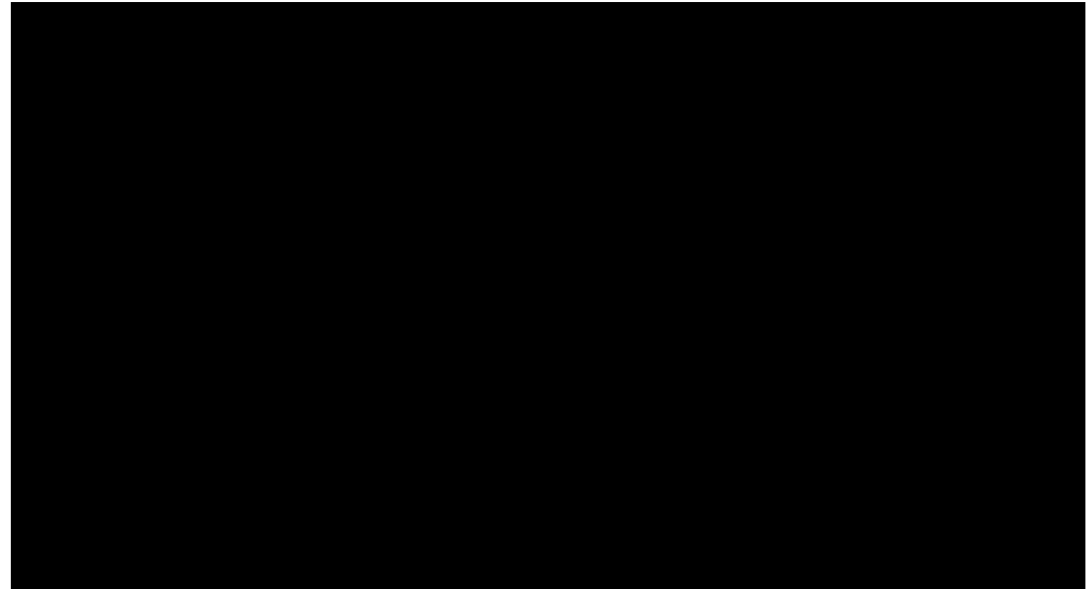
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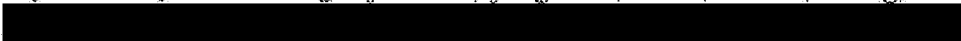
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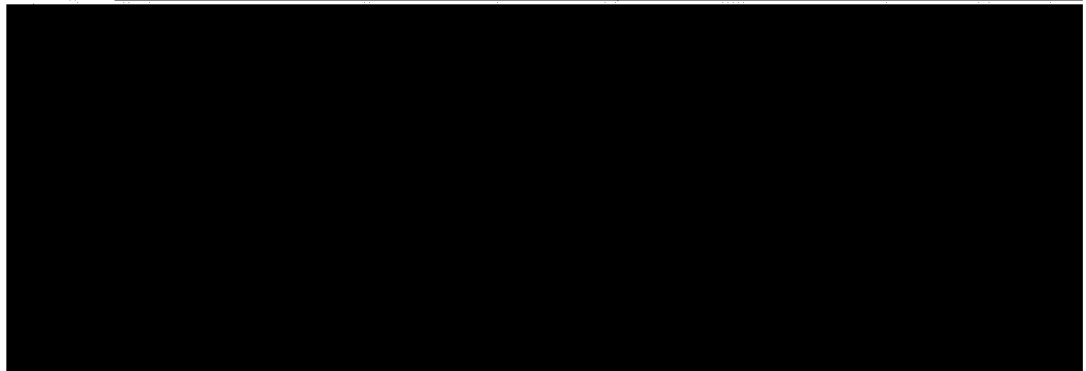
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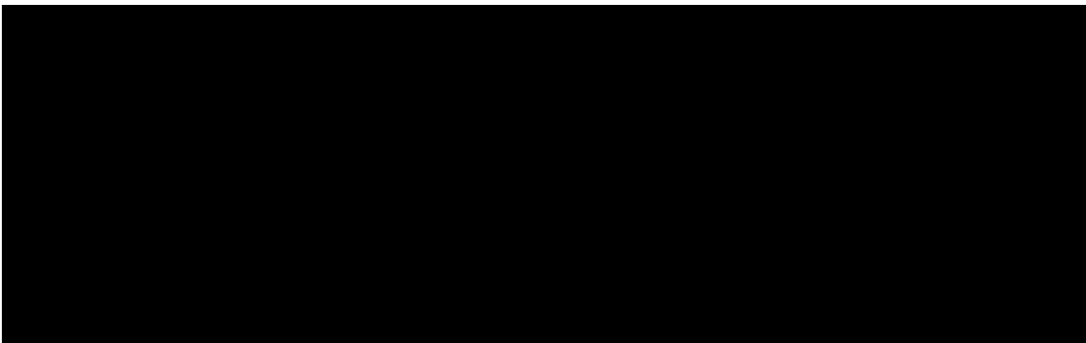
3.



4. With respect to each item of Intellectual Property identified: (A) Seller owns and possesses all right, title, and interest in and to the item, free and clear of any lien, license, or other restriction or limitation regarding use or disclosure; (B) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge; 

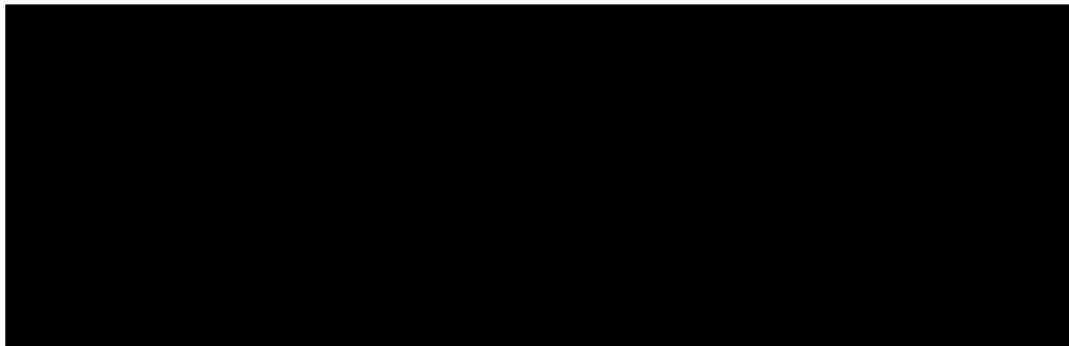


5.

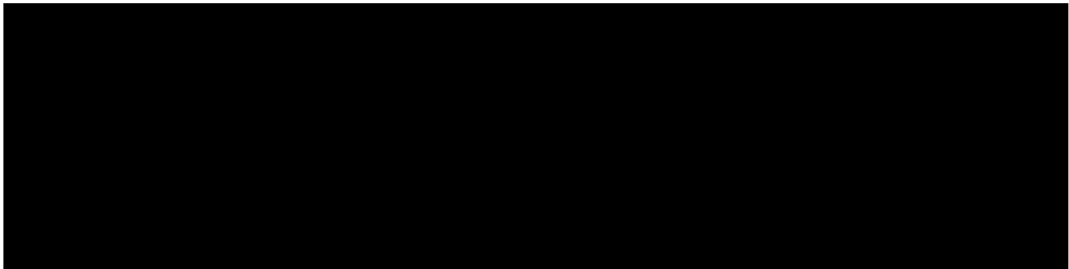




6.

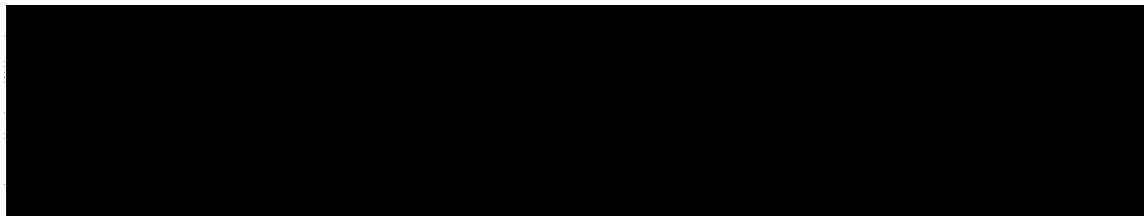


7.



8. Seller has taken all necessary and desirable actions to maintain and protect all of the Intellectual Property of Seller so as not to adversely affect the validity or enforceability thereof. To the Knowledge of Seller, the owners of any of the Intellectual Property licensed to Seller have taken all necessary and desirable actions to maintain and protect the Intellectual Property covered by such license.

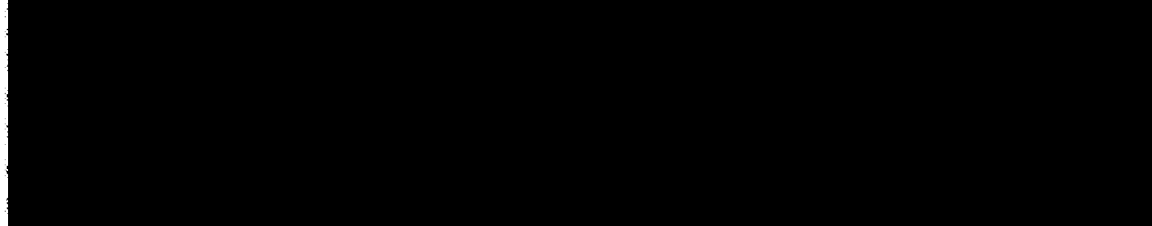
iii.







iv.



- v. Absence of Litigation. There is no demand, claim, hearing, investigation, charge, complaint, suit, action, proceeding or investigation pending or threatened against Seller, any or all of the Assets or the Business, and to the best of Seller's Parties' Knowledge there is no basis for any such claim, suit, action, proceeding or investigation.
- vi. Seller's Title to the Assets. Seller has good and marketable title, or a valid leasehold interest in, to the Assets free and clear of all liens, restrictions, mortgages, security interests, privileges, charges and other encumbrances. Seller owns the Assets in full ownership.
- vii. No Violation. The transactions and conveyances contemplated by this Agreement shall not violate, or constitute a default under the provisions of, any judgment, decree, order or statute applicable to any of the Seller's Parties or any agreement or other instrument to which any of the Seller's Parties are a party. Further, said transactions and conveyances will not result in the creation of any encumbrances upon any of the Assets. Seller's Parties have complied with all applicable rules and regulations of federal, state and local regulatory bodies having jurisdiction over the Assets in connection with operation of the Business.

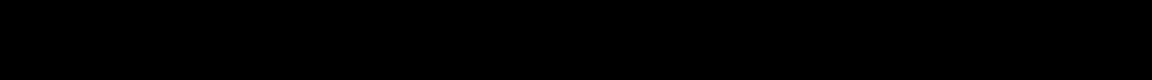
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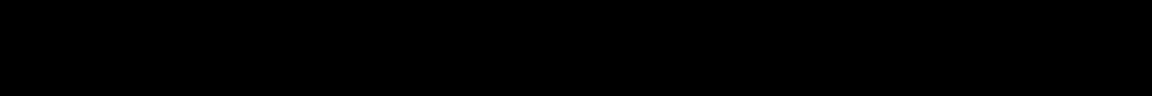
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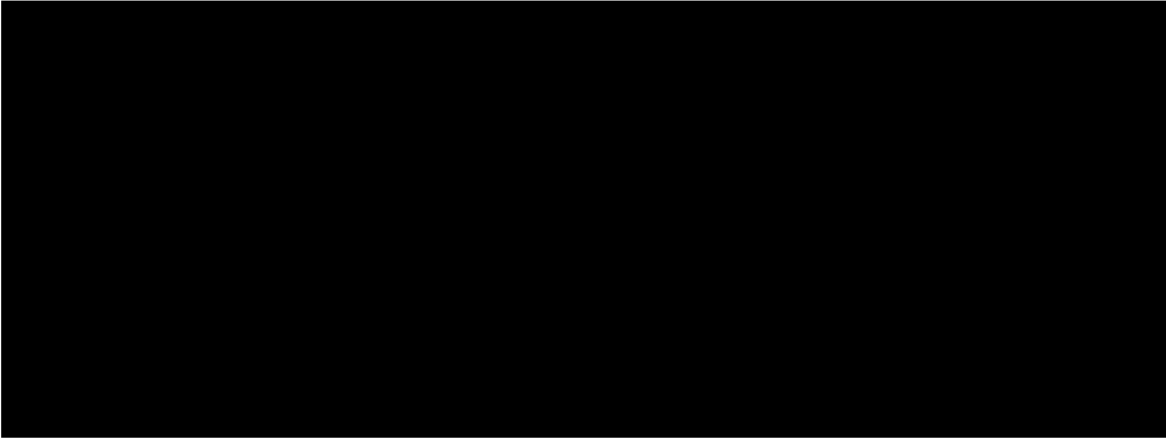


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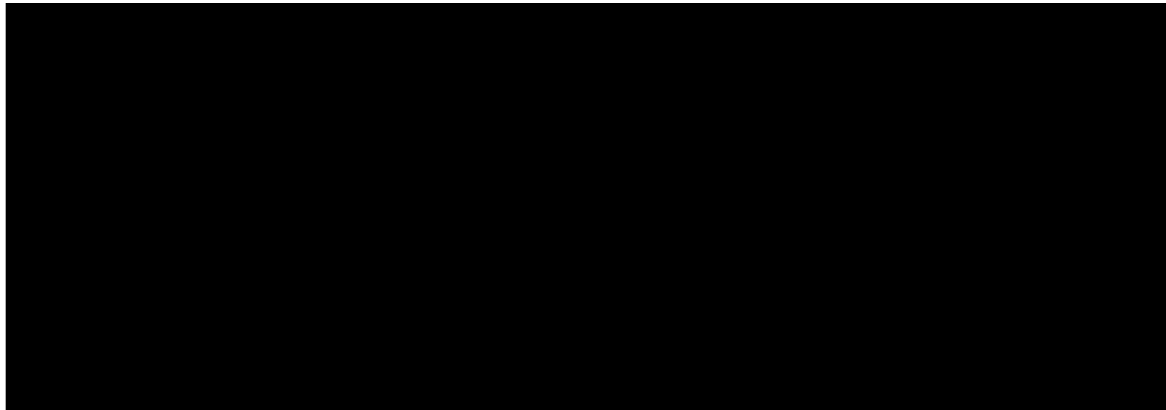


xi.

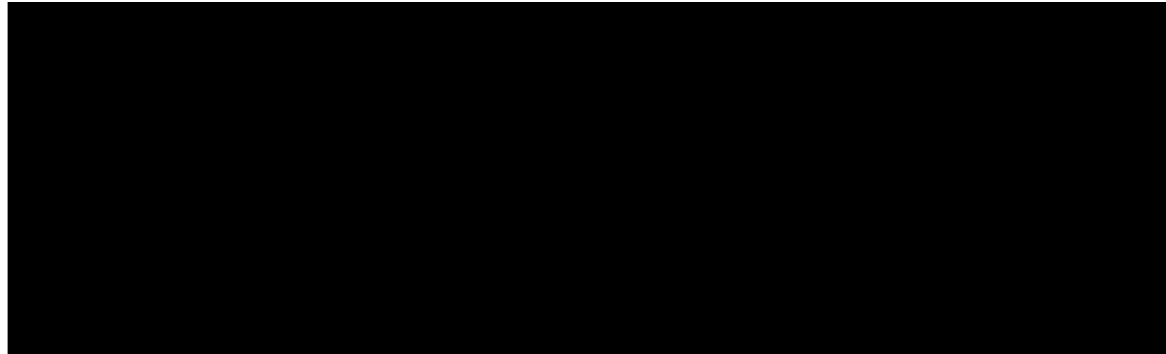




xii.



xiii.



xiv.



- b. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section are correct and complete as of the Effective Date and as of the closing date:
  - i. Organization and Existence. Buyer is properly organized and in good standing under the laws of the State of Louisiana and has all requisite power and authority to perform this Agreement.

ii. Authority Relative to this Agreement. No further action is necessary on the part of Buyer to make this Agreement valid and binding upon Buyer in accordance with its respective terms. Upon execution, this Agreement and all documents executed by Buyer pursuant hereto shall be enforceable against Buyer in accordance with their respective terms.

6. Post-Closing Covenants. The parties agree as follows with respect to the period following the Closing:

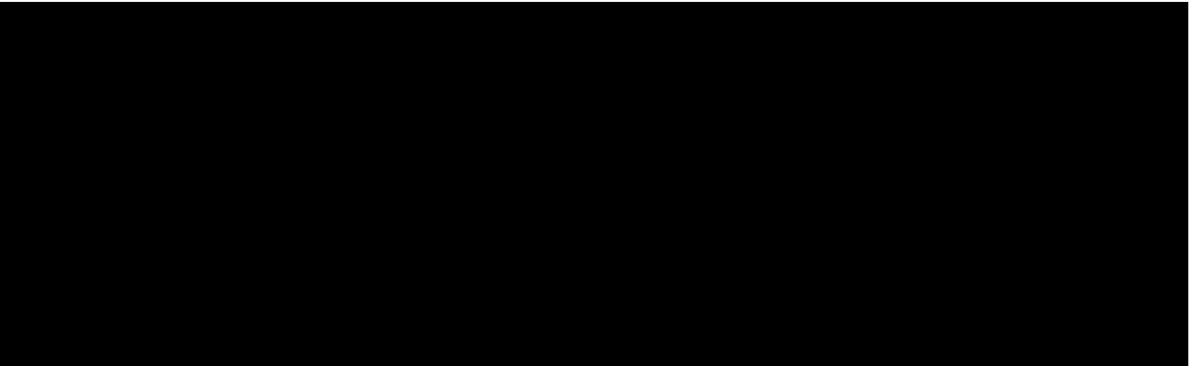
a. General. In case at any time after the Closing any further actions are necessary or desirable to carry out the purposes of the Asset Purchase Agreement, each of the Parties will take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under §7 below). Seller's Parties acknowledge and agree that from and after the Closing Buyer will be entitled to possession of all documents, books, records (including Tax records), agreements, and financial data of Seller.

b.

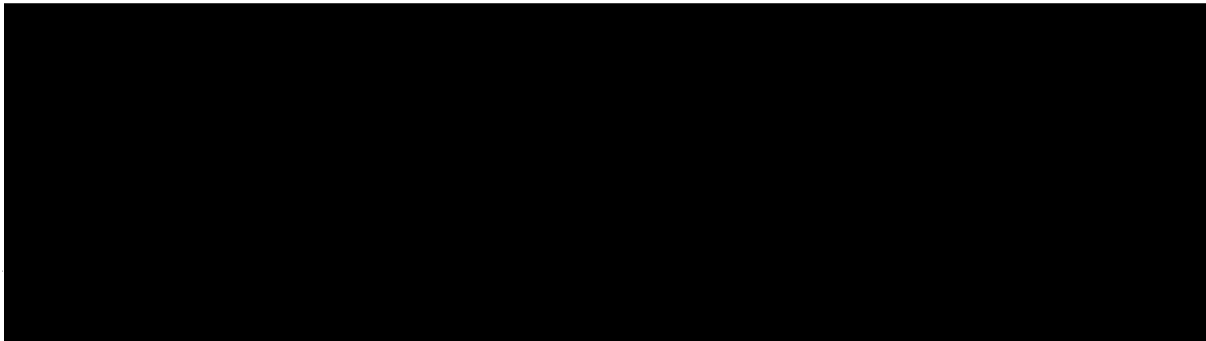


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a.



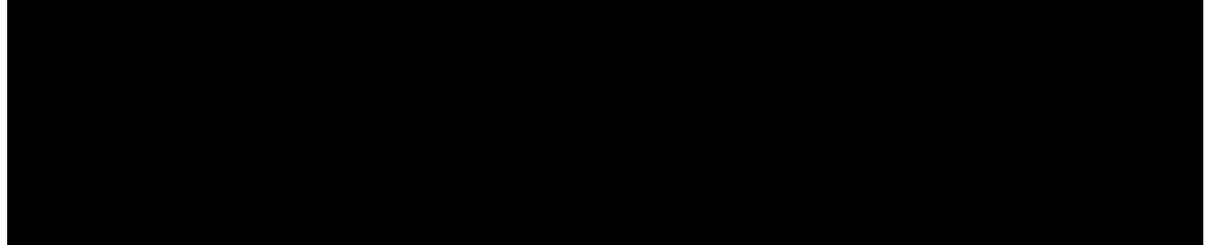
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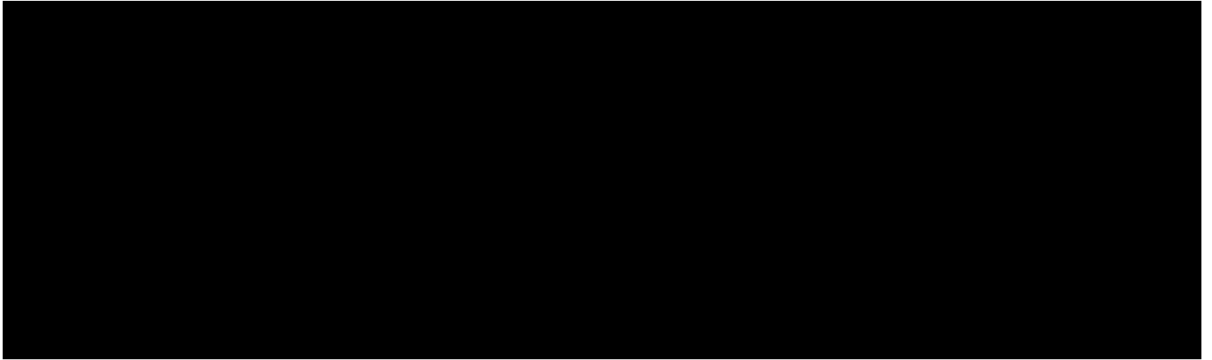
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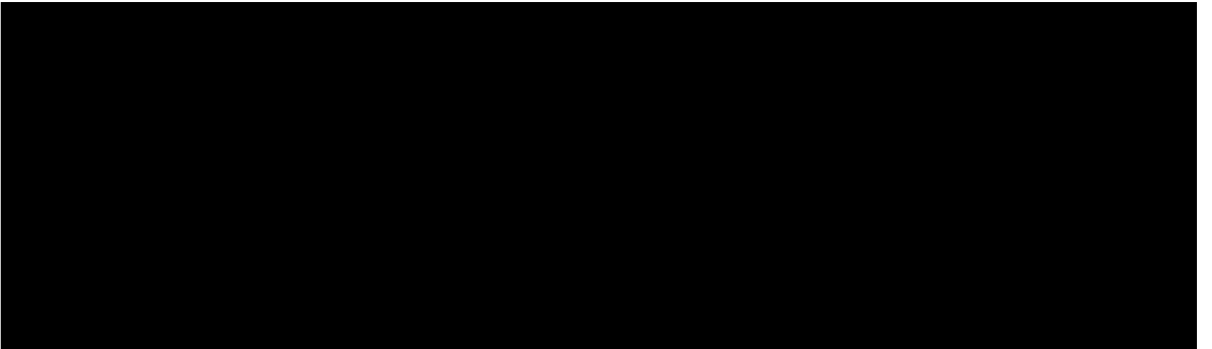
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f.



8.

a.

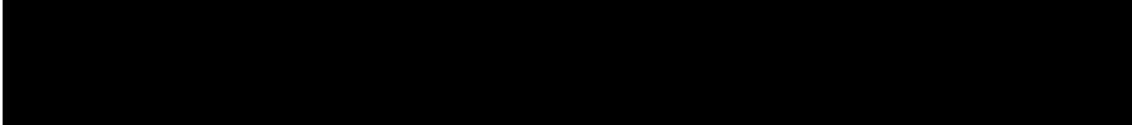
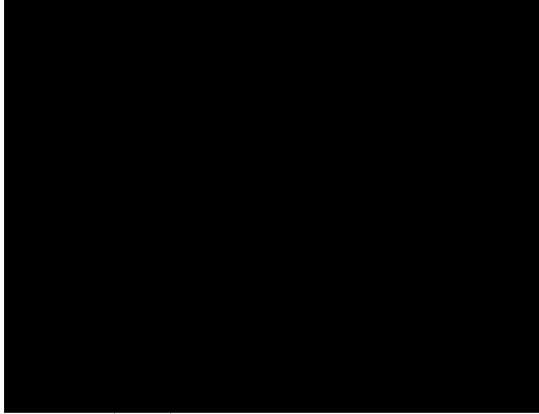
b. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Each of the Parties submits to the jurisdiction of any state or federal court sitting in Shreveport, Louisiana, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto

c.

d. Additional Acts. Buyer and Seller agree to perform, execute and deliver, at any time and from time to time after the Closing, any and all such further acts Buyer may reasonably require to (i) evidence and vest in the Buyer the ownership of, and title to, the Assets, and (ii) to consummate the transactions contemplated hereunder.

e.

f.



- g. Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements of Buyer and Seller shall survive the Closing, all in accordance with the terms and provisions hereof, and shall remain in full force and effect for as long a period as is permitted by law.
- h. Entire Agreement. This Agreement and the Exhibits contain all of the covenants and agreements between the parties with respect to said matters. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied therein, and that no other agreement, statement, or promise shall be valid or binding.
- i. Preparation. This Agreement has been negotiated at arms' length and each party has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each party waives any benefit under any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it.
- j. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- k. Non-Waiver. No delay or failure by any party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
- l. 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.
- m. Time of Essence. Time is of the essence of this Agreement.

THUS DONE AND PASSED in the presence of the undersigned competent witnesses on this the 8 day of MAY, 2014.

WITNESSES:

Justin Seaborn  
 Print Name: Justin Seaborn  
Connie Reynolds  
 Print Name: Connie Reynolds

SELLER  
 SPERO SOFTWARE, LLC  
 By: Laurie Kronyak  
 Laurie Kronyak, Its president

STATE OF \_\_\_\_\_,  
 COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
 NOTARY PUBLIC in and for  
 \_\_\_\_\_ County, \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Fresno

On 5-8-14 before me, Scot A. Fitzpatrick  
Date Here insert Name and Title of the Officer

personally appeared Laurie Kronyak  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Scot A. Fitzpatrick  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: asset purchase agreement

Document Date: 5-8-14 Number of Pages: 25

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Laurie Kronyak

- Individual
- Corporate Officer — Title(s): president
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of FRESNO

On 5-8-14 before me, Scott A. Fitzpatrick  
Date Here Insert Name and Title of the Officer

personally appeared Connie Reynolds  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature Scott A. Fitzpatrick  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Asset purchase agreement

Document Date: 5-8-14 Number of Pages: 25

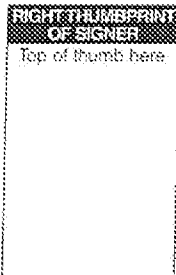
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Connie Reynolds

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

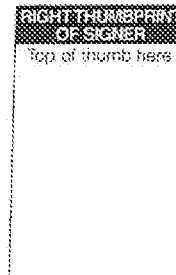
Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

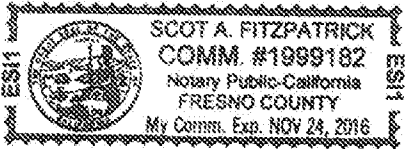
County of FRESNO

On 5-8-14  
Date

before me, Scot A. Fitzpatrick  
Here Insert Name and Title of the Officer

personally appeared JUSTIN SEABORN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Scot A. Fitzpatrick  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Asset Purchase Agreement

Document Date: 5-8-14 Number of Pages: 25

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Justin Seaborn

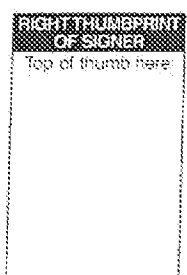
- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

THUS DONE AND PASSED in the presence of the undersigned competent witnesses on this the 7<sup>th</sup> day of May, 2014.

WITNESSES:

Beverly D. Patten  
Print Name: Beverly D Patten

Philip S.  
Print Name: Philip Stephens

BUYER  
BOWMAN TECHNOLOGIES, LLC

By: R.P. Bowman  
Robert P. Bowman, Its President

STATE OF LOUISIANA,  
PARISH OF CADDO

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah W. Cox  
NOTARY PUBLIC in and for  
Caddo Parish, Louisiana

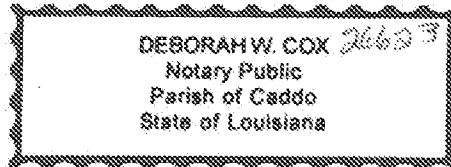


Exhibit A  
to Asset Purchase Agreement  
by and between  
SPERO SOFTWARE, LLC  
and  
BOWMAN TECHNOLOGIES, LLC

The Assets

1. [REDACTED]
2. The Spero software product and all associated intellectual property used for social services client-tracking.
3. [REDACTED]
4. [REDACTED]

5.

