

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lawex Corporation		02/07/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Trialworks LLC		
Street Address:	1550 Madruga Ave, Ste 508		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33146		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2385315	TRIALWORKS	
CORRESPONDENCE DATA			
Fax Number:	3038997333		
<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:	13038997300		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Jeremy Gibb, Hogan Lovells US LLP		
Address Line 1:	1601 Wewatta Street, Suite 900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	042778.000005		
NAME OF SUBMITTER:	Jeremy Gibb		
SIGNATURE:	/JG/		
DATE SIGNED:	02/07/2017		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of February 7, 2017, between and among (i) Trialworks LLC, a Delaware limited liability company (“**Assignee**”), (ii) Lawex Corporation, a Florida corporation (“**Assignor**”), and (iii) Robb Steinberg, Assignor’s sole owner (“**Owner**”, and together with Assignee and Assignor, the “**Parties**” and each a “**Party**”).

WHEREAS, the Parties have entered into that certain Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”); and

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, Assignee’s Intellectual Property (as defined in the Unit Purchase Agreement, dated December 19, 2016, as amended by the First Amendment to Unit Purchase Agreement dated February 3, 2017 by and between the Parties and Trialworks Acquisition LLC, a Delaware limited liability company (the “**Unit Purchase Agreement**”) from the Assignor.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each Party hereto, intending to be legally bound, hereby agrees as follows:

1. Assignment of Intellectual Property Rights. Subject to the terms of the Contribution Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and its successors and assigns forever, all of Assignor’s right, title, and interest throughout the world in and to all of the Assignor’s Intellectual Property, including any right, title and interest in, to or under any trade names, trade secrets, copyrights, licenses, information, proprietary rights, or processes included among the Intellectual Property, and the goodwill associated therewith, rights under and remedies against infringement of any of the foregoing, all income, royalties, and damages hereafter due or payable to Assignor with respect to any of the foregoing, all rights to sue for past, present, and future infringement or misappropriations of the foregoing, and rights to protection of interests in any of the foregoing, the same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns.

2. Execution. Assignor further covenants that it will execute all documents, papers, forms and authorizations, and take all other action that may be necessary for completing in Assignee full right, title, and interest to the Intellectual Property. Assignor has not retained an original or any copies, excerpts or reproductions of the Assignor’s Intellectual Property and, for the longest period permitted by applicable law, will not communicate, disclose, disseminate or use any or all of the Assignor’s Intellectual Property.

3. Conflicts. This Assignment is executed and delivered in connection with the Contribution Agreement and the Unit Purchase Agreement, and reference to such agreements is hereby made for a complete description of the terms on which the Intellectual Property is being transferred. In the event of any conflict between the terms of this Assignment and the

Contribution Agreement or Unit Purchase Agreement, the terms of such other relevant agreement shall control.

4. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means, including PDF format, shall be deemed to be their original signatures for any purposes whatsoever.

6. Governing Law. The interpretation and construction of this Agreement, and all matters relating thereto, shall be governed by the laws of the State of Florida without giving effect to the principles of conflicts of laws.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed (if an individual) or caused this Agreement to be executed by their duly authorized representatives (if an entity) as of the day and year first above written.

ASSIGNOR:

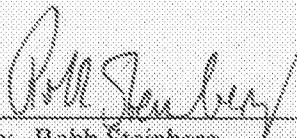
LAWEX CORPORATION

By: 

Name: Robb Steinberg
Title: President

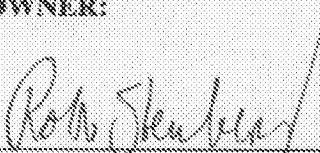
ASSIGNEE:

TRIALWORKS LLC

By: 

Name: Robb Steinberg
Title: Manager

OWNER:



Robb Steinberg, Individually

[Signature Page to Intellectual Property Assignment Agreement]