

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418759

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Liquidware Corporation | | 02/21/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Liquidware Labs, Inc. | | |
| Street Address: | 3600 Mansell Rd. | | |
| Internal Address: | Suite 200 | | |
| City: | Alpharetta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30022 | | |
| Entity Type: | Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4111703 | LIQUIDWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048092455 | | |
| <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: | 404-809-2450 | | |
| Email: | docket@toddparkers.com | | |
| Correspondent Name: | Todd Partners, P.C. | | |
| Address Line 1: | P.O.Box 18767 | | |
| Address Line 4: | Atlanta, GEORGIA 31126 | | |
| NAME OF SUBMITTER: | Jack D. Todd | | |
| SIGNATURE: | /jack d todd/ | | |
| DATE SIGNED: | 03/07/2017 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 4111703

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made and entered into on February 21, 2017 (the "Effective Date") by and between Liquidware Corporation, a Delaware corporation ("Seller"), with its principal place of business at 86 Norfolk Street, Canton, MA 02021, and Liquidware Labs, Inc., an Illinois corporation ("Buyer"), with its principal place of business at 3600 Mansell Road, Suite 200, Alpharetta, GA 30022.

Background

Seller owns the trademarks, trade names, service marks, logos, and corporate names set forth on Exhibit A and the related registrations and applications for registration (the "Marks"). Seller maintains several domain names set forth on Exhibit A (including all subdomains thereof, the "Domain Names") registered with the registrar identified on Exhibit A ("Registrar") accredited by the Internet Corporation for Assigned Names and Numbers ("ICANN"). Seller also operates several Online Accounts (defined below) associated with the Domain Names and Marks.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all Seller's right, title and interest, in and to the Marks, Domain Names and Online Accounts.

Concurrently, the parties desire to enter into a trademark license agreement for Seller to continue to use the "LIQUIDWARE" trademark on a limited basis.

In consideration of the mutual representations, warranties and covenants and subject to the conditions below, the parties hereto agree as follows

1. ASSIGNMENT AND SALE. Seller hereby irrevocably sells, transfers, and assigns to Buyer all of Seller's right, title, and interest in the following (collectively, the "Assets"):

(a) the Marks and all goodwill associated therewith;

(b) the Domain Names including (i) all trademark, service mark, trade name, and other intellectual property rights in the Domain Name; (ii) any trademark, service mark, trade name or similar intellectual property right of Seller that would preclude Buyer's use of the Domain Names; and (iii) all rights in or related to the Domain Names granted by the applicable Registrar, generic top-level domain registry, or ICANN; however, the "Domain Names" expressly exclude the domain names identified as excluded on Exhibit B ("Excluded Domain Names").

(c) the Web sites, blogs, microblogs, social media sites, social network sites, forum sites and similar Internet presence that are located at the Domain Names or otherwise use or incorporate the Marks, including those set forth on Exhibit A (collectively, the "Online Accounts"); however, the "Online Accounts" expressly exclude the Web sites and blogs identified as excluded on Exhibit B ("Excluded Online Accounts").

(d) all rights existing from time to time in any jurisdiction associated with any of the foregoing under copyright law, patent law, moral rights law, trade secret law, confidential information law, trademark law, unfair competition law, or other similar rights in and to the foregoing; and

Each party is executing this Agreement on the date below its signature.

Buyer:

Liquidware Labs, Inc.

By: David M. Brennan
David M. Brennan

Title: CEO

Date: 2/23/2017

Seller:

Liquidware Corporation

By: Michael Gianfriddo
Michael Gianfriddo

Title: President

Date: 2/21/2017

**EXHIBIT A
TO PURCHASE AGREEMENT
ASSETS**

Marks:

LIQUIDWARE (registration number 4,111,703)

Domain Names:

liquidware.com (Registrar: Bluehost Inc.)

liquidware.org (Registrar: Bluehost Inc.)

Online Accounts:

linkedin.com/company/liquidware

facebook.com/Liquidware

twitter.com/liquidware (aka @liquidware)

twitter.com/liquidwarelab (aka @liquidwarelab)

EXHIBIT C
TO PURCHASE AGREEMENT
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of 2/21/2017 by and between Liquidware Labs, Inc., an Illinois corporation ("Assignee"), and Liquidware Corporation, a Delaware corporation ("Assignor").

WHEREAS, Assignor owns various trademarks, and service marks, along with certain applications and registrations therefor, which are identified on the Schedule of Trademarks attached hereto as Schedule 1 (the "Trademarks");

WHEREAS, the Assignor has by a separate Purchase Agreement of even date herewith (collectively, the "Agreements") sold, assigned, and conveyed certain assets of Assignor to Assignee; and

WHEREAS, the Assignor desires to transfer to Assignee the Trademarks along with the goodwill of the business that has been conducted by Assignor and symbolized by the Trademarks (the "Business") in connection with conveyance to Assignee of the portion of the Business to which the Trademarks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and as part of the sale of assets relating to the Business to which the Trademarks pertain by Assignor to Assignee under the Agreements, or portion thereof, Assignor does hereby assign unto Assignee, all of its right, title and interest in and to the Trademarks, the above-mentioned applications, the goodwill of the business symbolized by said Trademarks, if any, the right to sue, either at law or in equity, and the right to recover for any past or future infringements thereof.

IN WITNESS WHEREOF, the Assignor has caused this document to be executed on its behalf as of the date hereof.

Assignor:

Liquidware Corporation

By: 

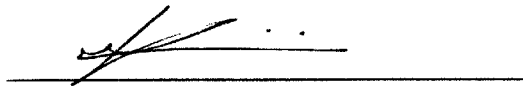
Title: Michael Gionfriddo, President

STATE OF MA)

) SS:

COUNTY OF Middlesex)

Before me this 21st day of Feb., 2017 personally appeared: Michael Gianfriddo, as president of Liquidware Corp., and known to be the persons who are described in and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Liquidware Corporation of their own free will for the purpose therein expressed.



Notary Public

My Commission Expires: Nov. 7. 2019

SHARON S. KAZDAN
Notary Public
State of Massachusetts
My Commission Expires
November 7, 2019

Schedule1
to Trademark Assignment
Schedule of Trademarks

The following Schedule of Trademarks is part of the Trademark Assignment by and between Liquidware Labs, Inc. and Liquidware Corporation.

I. Registrations of Trademarks, Domain Names, and Trade Names

A. Trademarks and Service Marks

1. United States (federal registrations):

LIQUIDWARE (registration number 4,111,703)

United States (state registrations): N/A

2. Foreign registrations: N/A

B. Domain Names:

liquidware.com

liquidware.org

C. Tradenames: N/A

II. Pending Registrations

A. Trademarks and Service Marks

1. United States (federal registrations): N/A

United States (state registrations): N/A

2. Foreign registrations: N/A

B. Tradenames: N/A