

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421236

<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>
UPP TECHNOLOGY, INC.		02/24/2017	Corporation:
UPP SOFTWARE, L.L.C.		02/24/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APTEAN SYSTEMS, LLC		
<b>Street Address:</b>	1155 PERIMETER CENTER WEST, SUITE 700		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4031820	IRMS GO-KIT	
<b>Registration Number:</b>	4121483	IRMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4043511615		
<b>Email:</b>	ADanaceau@brawwlaw.com		
<b>Correspondent Name:</b>	Alison Danaceau		
<b>Address Line 1:</b>	3490 Piedmont Road, Suite 1400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Alison Danaceau		
<b>SIGNATURE:</b>	/Alison Danaceau, Esq./		
<b>DATE SIGNED:</b>	03/27/2017		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is made as of February 24, 2017, by UPP TECHNOLOGY, INC., an Illinois corporation (“**ASSIGNOR PARENT**”), and UPP SOFTWARE, L.L.C., an Illinois limited liability company (“**ASSIGNOR SUBSIDIARY**,” and together with Assignor Parent, the “**ASSIGNORS**,” and each, an “**ASSIGNOR**”), to APTEAN SYSTEMS, LLC, a Delaware limited liability company (“**ASSIGNEE**”). Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**WHEREAS**, ASSIGNORS and ASSIGNEE have entered into an ASSET PURCHASE AGREEMENT, dated as of February 21, 2017 (the “Purchase Agreement”), pursuant to which ASSIGNORS are selling, contributing, assigning and transferring certain of their assets and agreements to ASSIGNEE;

**WHEREAS**, ASSIGNORS are the owners of the Business Proprietary Rights, including the computer software, copyrights, trademarks, domain names and social networking designations listed in Exhibit A attached hereto (the “Specified IP”); and

**WHEREAS**, pursuant to the Purchase Agreement, ASSIGNORS have assigned to ASSIGNEE all of ASSIGNORS’ right, title and interest in and to the Business Proprietary Rights.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE to consummate the transactions contemplated by the Purchase Agreement, ASSIGNORS agree as follows:

1. **ASSIGNMENT**.

a. ASSIGNORS hereby assign, sell, transfer and convey to ASSIGNEE all of ASSIGNORS’ rights, title and interests in and to the Business Proprietary Rights, including the Specified IP, and all goodwill pertaining thereto; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNORS’ favor for infringement or other violation of the aforesaid rights, including the right for past infringement damages, to have and to hold the same unto ASSIGNEE absolutely.

b. At any time, and from time to time, hereafter, ASSIGNORS shall forthwith, upon ASSIGNEE’s written request and expense, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights in ASSIGNEE or record this assignment, and facilitate ASSIGNEE’s enjoyment and enforcement of said rights and causes of action.

2. **MISCELLANEOUS.**

a. **Subject to Purchase Agreement.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof, and the assets and interests being conveyed hereunder are hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Purchase Agreement.

b. **Governing Law.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

c. **Counterparts.** This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.


d. **Binding Effect.** This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of ASSIGNORS and ASSIGNEE. Nothing in this instrument, express or implied, is intended to confer on any person, other than ASSIGNORS and ASSIGNEE and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this instrument.

e. **Integration.** ASSIGNORS and ASSIGNEE acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to ASSIGNEE and that the Purchase Agreement is the exclusive source of the agreement and understanding between ASSIGNEE and ASSIGNORS respecting such assets and interests. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

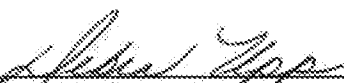
[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNORS have executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

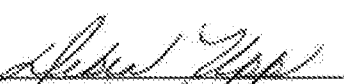
UPP, INC.

By:   
Name: *Debra Upp*  
Title: *CEO*

UPP TECHNOLOGY, INC.

By:   
Name: *Debra Upp*  
Title: *CEO*

UPP SOFTWARE, L.L.C.

By:   
Name: *Debra Upp*  
Title: *CEO*

**Acknowledged:**

APTEAN SYSTEMS, LLC (ASSIGNEE)

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, ASSIGNORS have executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

UPP, INC.

By: \_\_\_\_\_  
Name:  
Title:

UPP TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

UPP SOFTWARE, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

**Acknowledged:**

APTEAN SYSTEMS, LLC (ASSIGNEE)

By: Kim L. Eaton  
Name: Kim Eaton  
Title: Chief Executive Officer

## EXHIBIT A

IRMSI360 Suite of Software, including but not limited to the Warehouse Management System, Asset Management System, Emergency Management System, IRMSIMobility and IRMSIGOKIT.

Legacy.net and Legacy.EM and all associated software.

All intellectual property, including but not limited to patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secrets, know-how or confidential rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registration for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued or acquired, associated with the IRMS and Legacy software, including but not limited to US Copyright TX0004866902, US Trademark 4031820 ("IRMS GO-KIT") and US Trademark 4121483 ("IRMS").

The following domain names, including all underlying coding, notes and work-in-progress, and all associated rights: **irms360.com; irms360enterprise.com; irmsam.com; irmswms.com; mckessonwarehousemanagementsystem.com; mckessonwms.com; omnichannelwms.com**