

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421716

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continuum Holdco 1, LLC		03/29/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Continuum Managed Services Holdco, LLC
<b>Street Address:</b>	99 High Street
<b>Internal Address:</b>	31st Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4980067	CONTINUITY247
Serial Number:	86563220	
Registration Number:	5032046	
Registration Number:	4789618	
Registration Number:	4980058	ITSUPPORT247
Registration Number:	4865318	CONTINUUM
Registration Number:	4377201	CONTINUUM
Registration Number:	4380775	CONTINUUM
Registration Number:	4289964	CONTINUUM

## CORRESPONDENCE DATA

Fax Number: 2123553333

*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.*

Phone: 2128138800

Email: NY-TM-Admin@goodwinprocter.com

Correspondent Name: GOODWIN/Janis Nici

Address Line 1: 620 Eighth Avenue

TRADEMARK

**Address Line 4:** New York, NEW YORK 10018

**NAME OF SUBMITTER:** Janis Nici

**SIGNATURE:** /janis nici/

**DATE SIGNED:** 03/30/2017

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective this 29th day of March, 2017, by and between Continuum Holdco 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having a usual place of business at 99 High Street, 31st Floor, Boston, MA 02110 ("Assignor") and Continuum Managed Services Holdco, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having a usual place of business at 99 High Street, 31st Floor, Boston, MA 02110 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Contribution, Assignment, Assumption and Exchange Agreement, dated as of March 10, 2017 (the "Contribution Agreement"), pursuant to which Assignor contributed, conveyed, assigned and transferred to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee wishes to acquire the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: CONTINUUM HOLDCO 1, LLC

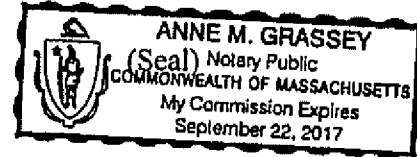
Name: Geoffrey Willison  
Signature: Geoffrey Willison  
Title: Chief Financial Officer

NOTARIZATION

On this 29 day of March, 2017, before me, the undersigned Notary Public, personally appeared Geoffrey Willison, proved to me through satisfactory evidence of identification, which was/were MA Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Anne M. Grasse  
Signature of Notary

My Commission Expires: September 22, 2017



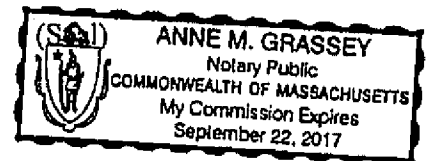
ASSIGNEE: CONTINUUM MANAGED SERVICES HOLDCO, LLC

Name: Geoffrey Willison  
Signature: Geoffrey Willison  
Title: Chief Financial Officer

On this 29 day of March, 2017, before me, the undersigned Notary Public, personally appeared Geoffrey Willison, proved to me through satisfactory evidence of identification, which was/were MA Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Anne M. Grasse  
Signature of Notary





My Commission Expires: September 22, 2017



Signature page to Trademark Assignment Agreement

Exhibit A

Marks

Jurisdiction	Trademark	App. Number	Reg. Number	App. Date	Reg. Date
United States	CONTINUITY247 CONTINUITY247	86563214	4980067	13-MAR-2015	14-JUN-2016
United States	Design Only 	86563220		13-MAR-2015	
United States	Design Only 	86978108	5032046	13-MAR-2015	30-AUG-2016
United States	Design Only 	86482211	4789618	16-DEC-2014	11-AUG-2015
United States	ITSUPPORT247 ITSUPPORT247	86482217	4980058	16-DEC-2014	14-JUN-2016
United States	CONTINUUM CONTINUUM	86311613	4865318	17-JUN-2014	08-DEC-2015
United States	CONTINUUM <b>continuum</b>	85485151	4377201	01-DEC-2011	30-JUL-2013
United States	CONTINUUM <b>continuum</b>	85485166	4380775	01-DEC-2011	06-AUG-2013
United States	CONTINUUM CONTINUUM	85467366	4289964	08-NOV-2011	12-FEB-2013
European Community	CONTINUITY247  CONTINUITY247	14456545	14456545	10-AUG-2015	03-MAY-2016