OP \$115.00 3280616

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM428650

| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
|------------------|---|
| | Corrective Assignment to correct the Receiving Party: They Reynolds and Reynolds Company previously recorded on Reel 005897 Frame 0074. Assignor(s) hereby confirms the Receiving Party: The Reynolds and Reynolds Company. |
| I | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| Wolters Kluwer Financial Services, Inc. | | 09/08/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | The Reynolds and Reynolds Company | | |
|-----------------|-----------------------------------|--|--|
| Street Address: | 6700 Hollister Street | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77040 | | |
| Entity Type: | Corporation: OHIO | | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3280616 | APPONE |
| Registration Number: | 3239312 | APPONE |
| Registration Number: | 3309741 | DMSONE |
| Registration Number: | 3349169 | MENUONE |

CORRESPONDENCE DATA

Fax Number: 2819743458

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: 2819743458

Email: wattner@al-ip.com

Correspondent Name: Adolph Locklar

Address Line 1: 4615 Southwest Freeway, Suite 630

Address Line 4: Houston, TEXAS 77027

| NAME OF SUBMITTER: | Kimberly Wattner |
|--------------------|-------------------|
| SIGNATURE: | /Michael Locklar/ |
| DATE SIGNED: | 05/23/2017 |

TRADEMARK REEL: 006067 FRAME: 0179

Total Attachments: 4

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TRADEMARK REEL: 006067 FRAME: 0180

OP \$115.00 328061

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM401449

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| Wolters Kluwer Financial Services, Inc. | | 09/08/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | The y Reynolds and Reynolds Company | | |
|-----------------|--|--|--|
| Street Address: | 6700 HOLLISTER STREET | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77040 | | |
| Entity Type: | Corporation: OHIO | | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3280616 | APPONE |
| Registration Number: | 3239312 | APPONE |
| Registration Number: | 3309741 | DMSONE |
| Registration Number: | 3349169 | MENUONE |

CORRESPONDENCE DATA

Fax Number: 8328308958

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: 281.974.3458

Email: docket@al-ip.com

Correspondent Name: ADOLPH LOCKLAR

Address Line 1: 4615 SOUTHWEST FREEWAY

Address Line 2: SUITE 630

Address Line 4: HOUSTON, TEXAS 77027

NAME OF SUBMITTER: Kimberly Wattner

SIGNATURE: /Michael Locklar/

DATE SIGNED: 10/10/2016

Total Attachments: 2

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TRADEMARK
REEL: 006007 FRAME: 0084

900380919

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TRADEMARK
REEL: 006007 FRAME: 0082

Trademark Assignment

In consideration of the mutual obligations set forth in the Asset Purchase Agreement dated September 8, 2016 between Wolters Kluwer Financial Services, Inc., a Delaware corporation ("Seller"), and The Reynolds and Reynolds Company, an Ohio corporation ("Purchaser"), and for other good and valuable consideration, the sufficiency of which Seller acknowledges, Seller agrees as follows.

1. Seller assigns to Purchaser all of Seller's rights with respect to (A) the Trademark Registrations, (B) the mark identified in each Trademark Registration and all rights relating thereto, including, without limitation, all trademark rights, trade dress rights, corporate name rights, and all applications, registrations, filings and renewals in connection therewith, if any, and (C) all goodwill related to any item in clause (a) or (B), and (D) all rights to sue for past, present and future infringement, violation or misappropriation of any of the rights described in the preceding clauses. The "**Trademark Registrations**" mean the following:

| Word Mark | US Reg. # | Filing Date | Reg. Date |
|-----------|-----------|-------------|-----------|
| APPONE | 3280616 | 6/9/2005 | 8/14/2007 |
| APPONE | 3239312 | 5/11/2006 | 5/8/2007 |
| DMSONE | 3309741 | 5/11/2006 | 10/9/2007 |
| MENUONE | 3349169 | 11/1/2006 | 12/4/2007 |

- 2. Seller shall, from time to time and as necessary, execute and deliver to Purchaser, at Purchaser's expense, all agreements and other documents reasonably necessary to give effect to this Assignment.
- 3. This Assignment is binding on Seller and its successors and assigns for the benefit of Purchaser and its successors and assigns.
- 4. This Assignment, together with the Asset Purchase Agreement and related agreements constitute the entire agreement between Seller and Purchaser as of the date of this Assignment and supersede any prior understandings, agreements, or representations by or between Seller and Purchaser, written or oral, to the extent related in any way to the subject matter hereof.
- 5. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law 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.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006007 FRAME: 0086

IN WITNESS WHEREOF, Seller has caused this Agreement to be executed as of the date first written above by its officer duly authorized.

WOLTERS KLUWER FINANCIAL SERVICES, INC.

Name: Elizabeth Satin

Title: Senior Vice President

Acknowledgement

On the date hereof <u>Elizabeth Satin</u>, of Wolters Kluwer Financial Services, Inc., acknowledged this Assignment before me.

Notary Public for the State of 1000 Tok

My commission expires ACA ZS X

DENISE A GANDOLFO
Notary Public - State of New York
NO. 01GA6240149
Qualified in Suffolk County
My Commission Expires Apr 25, 2019

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006007 FRAME: 0084

RECORDED: 06/20/2018