

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Periscope Holdings, Inc.		05/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Periscope Intermediate Corp.		
Street Address:	211 E 7th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2822050	BUYSPEED	
CORRESPONDENCE DATA			
Fax Number:	5122362002		
<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:	512-236-2000		
Email:	enicolasipdocket@jw.com		
Correspondent Name:	JACKSON WALKER LLP		
Address Line 1:	100 CONGRESS AVENUE, SUITE 1100		
Address Line 4:	AUSTIN, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	127817.00009		
NAME OF SUBMITTER:	Emilio B. Nicolas		
SIGNATURE:	/Emilio B. Nicolas/		
DATE SIGNED:	05/31/2017		
Total Attachments: 7			
source=Periscope holdings Trademark update 5.23.17_Redacted#page1.tif			
source=Periscope holdings Trademark update 5.23.17_Redacted#page2.tif			
source=Periscope holdings Trademark update 5.23.17_Redacted#page3.tif			
source=Periscope holdings Trademark update 5.23.17_Redacted#page4.tif			
source=Periscope holdings Trademark update 5.23.17_Redacted#page5.tif			

CH \$40.00 2822050

source=Periscope holdings Trademark update 5.23.17_Redacted#page6.tif

source=Periscope holdings Trademark update 5.23.17_Redacted#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated effective as of May 23, 2017, is by and between Periscope Holdings, Inc., a Delaware corporation ("Assignor"), and Periscope Intermediate Corp., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor has adopted and is, to the best of its knowledge and belief, the owner of the Trademarks (defined below); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all rights, titles, and interests in and to the Trademarks (defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby acknowledge and agree to the following:

1. "Trademarks" Defined. As used herein, the term "Trademarks" collectively means the trademarks, service marks, trade names, business names, logos, slogans, domain names, and brands, together with all goodwill of the business(es) connected with the use of and symbolized by any and all of the foregoing, and all registrations and applications for registration of any and all of the foregoing, identified in "Exhibit A" attached hereto and incorporated herein by reference, both at common law and as covered by their respective registrations or applications for registration.

2. Assignment of Rights. Assignor hereby and forever irrevocably sells, conveys, transfers, delegates, and otherwise assigns to Assignee, and Assignee hereby accepts, assumes, and acquires, all of Assignor's past, present, and future rights, titles, interests, duties, obligations, and liabilities throughout the world in and to the Trademarks and any and all parts thereof (together with all international, foreign, federal, state, and local rights in and to the Trademarks and any and all parts thereof, as well as all goodwill of the business(es) connected with the use of and symbolized by the Trademarks and any and all parts thereof, and all ancillary, allied, and subsidiary rights in and to any and all of the foregoing), as well as all registrations, renewals, and extensions of the Trademarks and any and all parts thereof, all applications for registration, renewal, and extension of the Trademarks and any and all parts thereof, all rights to register, protect, enforce, defend, recover, administer, and benefit from the enforcement or defense of the Trademarks and any and all parts thereof (whether at law, in equity, and/or otherwise), all priority rights that may have arisen from Assignor's use, ownership, registration, and/or application for registration of the Trademarks and any and all parts thereof, all causes of action for past, present or future infringement, dilution, misappropriation, or unfair competition of, based upon, or relating to, the Trademarks and any and all parts thereof, all rights to receive income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks and any and all parts thereof, all profits, benefits, and advantages that shall or may arise from the Trademarks and any and all parts thereof, and all other rights, titles, and interests of every kind and nature whatsoever arising from or in connection with the Trademarks and any and all parts thereof.

3. Security Interests. For the avoidance of doubt, neither this Assignment nor its recordation is intended to terminate, cancel, subordinate or otherwise alter the priority of, circumvent, modify, or conflict with any security interests in the Trademarks which are valid, existing, and already recorded with at least the United States Patent & Trademark Office.

4. Representations, Warranties, and Covenants. Assignor hereby represents, warrants, and covenants to Assignee that Assignor has the full right and authority to sell, convey, transfer, delegate, and otherwise assign the entire rights, titles, and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements which are inconsistent herewith.

5. Further Assurances. Each Party shall execute such further documents and instruments, and take such further actions, which are reasonably necessary to effectuate the terms, conditions, and intent of this Assignment.

6. No Relationship. Neither this Assignment, nor the performance thereof, shall create any type of fiduciary, agency, employment, partnership, joint venture, franchise, or independent contractor relationship between the Parties.

7. Governing Law. This Assignment shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Delaware and all applicable federal laws of the United States of America, regardless of its place of execution or performance, and regardless of any conflicts of law analysis.

8. Severability. If any term or condition of this Assignment is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said court shall reform the invalidated or unenforceable term or condition to the maximum extent possible in compliance with applicable law and consistent with the intent of this Assignment.

9. Headings. Section headings are inserted for reference and convenience only and in no way define, limit, or describe the scope or intent of this Assignment.

10. Modification. This Assignment can only be amended, modified, released, canceled, or waived, in whole or in part, in a writing signed by both Parties or, as applicable, their respective successors, assigns, delegates, or transferees.

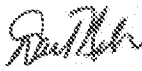
11. Entire Agreement. This Assignment sets forth the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any, made between them (orally or in writing) relative to the subject matter of this Assignment. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns, delegates, and transferees.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

Periscope Holdings, Inc.
(a Delaware corporation)

By: 
Print Name: DAVID NELSON
Title: CFO

Periscope Intermediate Corp.
(a Delaware corporation)

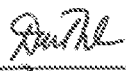
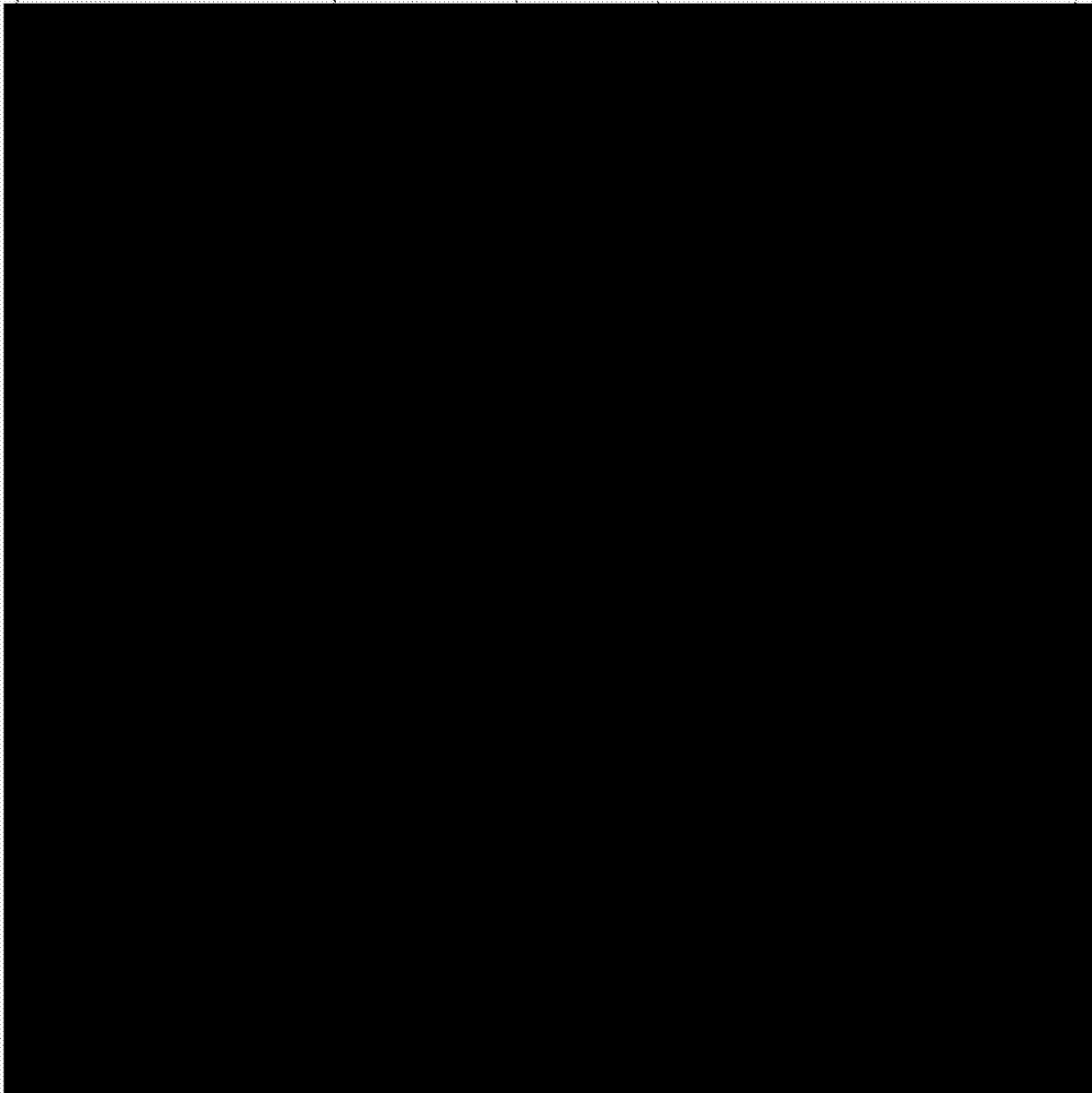
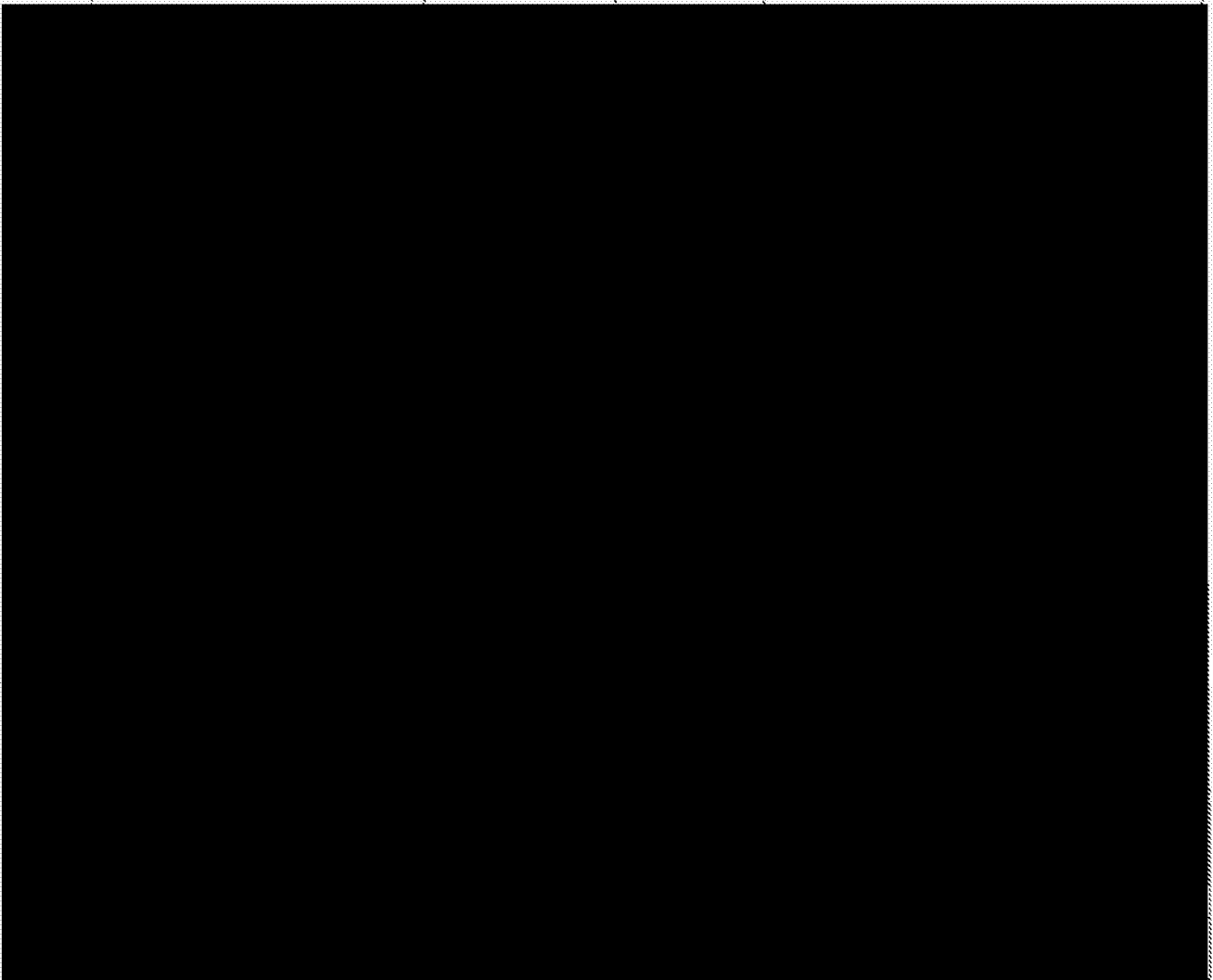
By: 
Print Name: DAVID NELSON
Title: CFO

EXHIBIT A

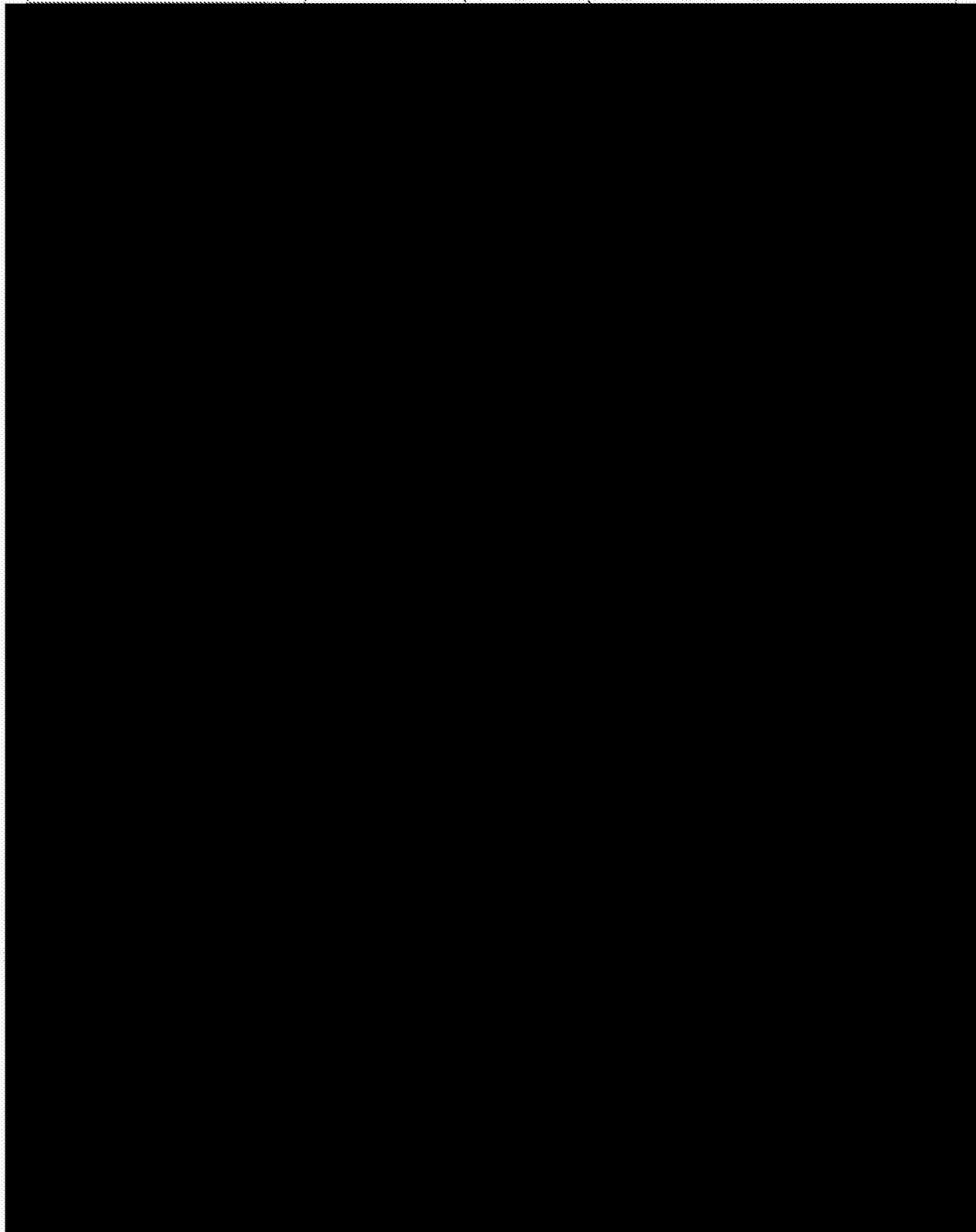
<u>Trademark</u>	<u>Reg./App. No.</u>	<u>Territory</u>	<u>Description of Goods & Services</u>
------------------	----------------------	------------------	--



<u>Trademark</u>	<u>Reg./App. No.</u>	<u>Territory</u>	<u>Description of Goods & Services</u>
BUYSPEED	U.S. Trademark Reg. No. 2,822,050	United States of America	Computer software used for the procurement process of governmental entities, namely requisitions, bids, purchases, accounts payable, accounts receivable, and tracking of inventory, in International Class 9. Providing temporary use of online non-downloadable software for others that facilitates the procurement process of governmental entities, namely requisitions, bids, purchases, accounts payable, accounts receivable, and tracking of inventory, in International Class 42.



<u>Trademark</u>	<u>Reg./App. No.</u>	<u>Territory</u>	<u>Description of Goods & Services</u>
------------------	----------------------	------------------	--



<u>Trademark</u>	<u>Reg./App. No.</u>	<u>Territory</u>	<u>Description of Goods & Services</u>
------------------	----------------------	------------------	--

