

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453242

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SHTC Holdings, LLC | | 09/03/2013 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Enghouse Systems Limited | | |
| Street Address: | 16605 N 28th Avenue, Ste 101 | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85053 | | |
| Entity Type: | Limited Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3319947 | SMARTSUPPORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4807188336 | | |
| <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: | 4802646075 | | |
| Email: | IPDOCKET@IPTECH.LAW | | |
| Correspondent Name: | IPTechLaw | | |
| Address Line 1: | 8350 E. Raintree Dr., Ste 245 | | |
| Address Line 4: | Scottsdale, ARIZONA 85260 | | |
| NAME OF SUBMITTER: | adam R. stephenson | | |
| SIGNATURE: | /Adam Stephenson/ | | |
| DATE SIGNED: | 12/05/2017 | | |
| Total Attachments: 17 | | | |
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MEMBERSHIP INTEREST AND ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ALL OF THE MEMBERS OF SHTC HOLDINGS, LLC

AND

SHTC HOLDINGS, LLC

AND

ENGHOUSE SYSTEMS LIMITED

DATED September 3, 2013

MEMBERSHIP INTEREST AND ASSET PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), is entered into as of September 2, 2013, by and between the members listed on Schedule 1.0 hereto (collectively, "Sellers"), of SHTC Holdings LLC, a Delaware limited liability company ("Company") and Enghouse Systems Limited ("Purchaser").

RECITALS

WHEREAS the Sellers collectively own beneficially and of record 100% of the Capital Stock (collectively, the "Interests") of the Company;

AND WHEREAS the Company owns certain Intellectual Property Rights (the "Company IP") described on Schedule 5.16 hereto;

AND WHEREAS Purchaser desires to acquire from the Company, and the Company desires to sell to Purchaser, the Company IP immediately prior to the Closing, upon the terms and subject to the conditions set forth in this Agreement;

AND WHEREAS, Purchaser, directly or through one or more of its subsidiaries, desires to acquire from Sellers, and Sellers desire to sell to Purchaser, the Interests, upon the terms and subject to the conditions set forth in this Agreement,

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere herein, the following terms, as used herein, have the following meanings when used herein with initial capital letters:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person on or after the date of this Agreement, and, if such first Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. For the purposes of this Agreement, "control," when used with respect to any Person, means the possession, directly or indirectly, of the power to (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or comparable positions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Software Maintenance Contracts" mean all contracts, commitments, and purchase orders between the Company and a customer pursuant to which the Company provides software maintenance and support services, including without limitation, those contracts set forth in Schedule 5.13.

"Tax" means (a) any net income, alternative or add on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority, (b) any liability for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other Person, and (c) any liability for the payment of any amounts as a result of being a party to any existing or binding Tax-sharing agreements or arrangements (whether or not written) or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person with respect to Taxes.

"Tax Return" means all returns, statements, reports and forms (including estimated Tax or information returns) with respect to any Tax.

"Taxing Authority" means any Governmental Authority having jurisdiction over the assessment, determination, collection or other imposition of any Tax.

"Third-Party Claim" means any claim, demand, action, suit or proceeding made or brought by any Person who or which is not a party to this Agreement or who or which is not an Affiliate of any party to this Agreement.

"UCC" means the Uniform Commercial Code, as amended from time to time.

"Unbilled Revenue" means all revenue which has been recognized or otherwise reflected on the Financial Statements by the Company, whether in accordance with GAAP or not, and which has not been billed.

ARTICLE II

SALE OF INTERESTS AND ASSETS

2.1 Purchase and Sale of Company IP. Immediately prior to the Closing, the Company shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase from the Company, all of the Company's right, title and interest in and to the Company IP, in exchange for a long-term (non-current) promissory note from Purchaser.

2.2 Purchase and Sale of LLC Interests. At the Closing, Sellers shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and

Schedule 5.16
Intellectual Property

(a)

| | File Date | App No. | Issue Date | Reg No. | Status |
|---------------------------------------|-----------|---------|------------|---------|-----------------|
| SmartSupport | 4/26/2005 | | 3/21/2013 | 3319947 | Registered TM |
| Safeharbor Knowledge Solutions | | | | | UnRegistered TM |
| SmartTEST Article Optimizer Patent | | | 6/5/2012 | 8195799 | Issued Patent |
| SmartTEST | | | | | UnRegistered TM |
| | | | | | |

The Company has the following registered Domain Names:

Safeharbor.com
SmartSupportapp.com

(b) Seller Software

SmartSupport application - owned
SmartTEST article optimizer – owned
R4 knowledge base application – owned
ASC ticketing system - owned
LivePerson chat functionality – leased

(c) None

(d) None

(e) None

(f) No employees; except, the following employees and ex-employees have signed a confidentiality agreement which have been provided to the Purchaser, include all the employees that have been involved in the development including coding of SmartSupport and SmartTEST:

- a. Daniel Pokin
- b. Heather Brix
- c. John Novell
- d. Chuck Bishop
- e. Erik Anderson
- f. Comet Brower
- g. Wade Pfeiffer
- h. Robyn Hads
- i. Linda Devore

(g) SmartSupport source code is stored at Github. Git is open-source, and a private Github account is maintained for the central repository. R4 code is stored at the Giglinx colocation facility in Tukwila and backups are stored at the Satsop office. American Airlines has the right to the source code in the event of bankruptcy.

(h) Refer to the American Airlines contract.

TRADEMARK

REEL: 006220 FRAME: 0715

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

SHTC HOLDINGS LLC

By: _____
Mark Schelbert, Member

By: _____
Niraj Desai, Member

By: _____
Jordan Lampos, Member

By: _____
Benjamin Goodman, Member

By: _____
David Brown, Member

By: _____
Duncan Rolph, Member

By: _____
Wade Pfeiffer

Lion Equity Partners

Tam Capital Partners, LLC


By: _____
Jim Levitas, Member

By: _____
Thomas J. Cusick, Member

Wheatley Associates III, L.P.
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Wheatley Partners II, L.P.
Wheatley Partners III, L.P.
Wheatley Partners Annex Fund, L.P.
Wheatley Partners Annex Fund IV, L.P.

Covestco-Ventura, LLC

By: _____
Albin Johann, Member

By:  _____
Barty Rubenstein, Member

OVP V, Entrepreneur Fund LP
Olympic Venture Partners V, L. P.
By: OVMC V, LLC, General Partner

By: _____
Bill Funcannon, Attorney-in-Fact

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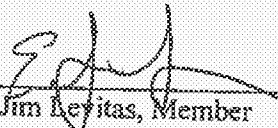
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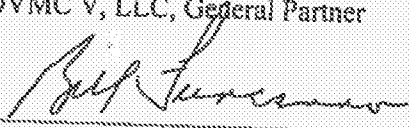
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~~Covestor~~ Ventura, LLC *Mark Schelbert*

By: *Mark Schelbert*
Albin Johann, Member
Mark Schelbert, Member

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COVESTCO-VENTEURA, LLC

By: Venteura Limited, its Managing Member

By: LOTEER ANTON

Director, Venteura Limited

