

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONLINE DRIVE (DELAWARE), INC.		01/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE REYNOLDS AND REYNOLDS COMPANY		
Street Address:	ONE REYNOLDS WAY		
City:	KETTERING		
State/Country:	OHIO		
Postal Code:	45430		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4536882	CUSTOMER UPGRADE PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	2819743458		
<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:	2819743458		
Email:	docket@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:	01/15/2018		
Total Attachments: 2			
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OP \$40.00 4536882

TRADEMARK ASSIGNMENT

In consideration of one dollar and other good and valuable consideration, Online Drive (Delaware), Inc., a Delaware corporation ("Assignor"), agrees as follows.

1. Effective September 11, 2015 (the "Effective Date"), Assignor assigns to The Reynolds and Reynolds Company ("Assignee") all of Assignor's right, title and interest in and to:

- (a) any trademark, service mark, trade name, or other mark or name (including any product name, service name, brand name, logo or slogan, and including without limitation, "Customer Upgrade Program" (US Registration 4,536,882), "Online Drive", "OnlineDrive", "Showroom Magnet", "Micrositesbyu", and "Showroom Magnet"), whether registered or unregistered, owned by Assignor or used or held for use by Assignor in connection with any product or service owned, designed, developed, produced, marketed, promoted, distributed, licensed, sold or otherwise exploited by Assignor or Assignee in the business of Assignor or Assignee (the "Business") as conducted before the Effective Date or otherwise used or held for use by Assignor in the operation of its Business;
- (b) all of Assignor's rights in the trade name "Online Drive", "Micrositesbyu" and "Showroom Magnet", and each other name or derivative thereof (including any trade name, fictitious business name or assumed name), under which Assignor conducts the Business;
- (c) all of Assignor's rights in any internet domain name (including without limitation www.theonlinedrive.com, www.showroommagnet.com, and www.micrositesbyu.com), social media or similar online names, pages or sites registered or used by Assignor;
- (d) to the extent assignable, all of Assignor's rights in all email addresses and other digital addresses or names registered or used by Assignor;
- (e) the goodwill related to any marks, names or other rights assigned in (a), (b), (c) and (d) above; and
- (f) all rights to sue for past, present and future infringement, dilution or violation of any of such rights, and all of Assignor's claims against any third parties relating thereto, known or unknown, contingent or non-contingent.

2. Assignor shall, from time to time and as necessary, execute and deliver to Assignee all agreements and other documents reasonably necessary to give effect to this Assignment.

3. This Assignment is binding on Assignor and its successors and assigns for the benefit of Assignee and its successors and assigns.

4. This Assignment constitutes the entire agreement between the parties relating to the assignment of the rights identified in this Assignment and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

Online Drive (Delaware), Inc.

By: [Signature]
Print name: Scott Cherry
Title: VP/General Counsel
Date: 1/12/18

Acknowledgement

On January 12, 2018, Scott Cherry, as representative of Online Drive (Delaware), Inc., acknowledged this Assignment before me.

[Signature]

Notary Public for the State of Texas

My commission expires April 17, 2019

