

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458387

|   |  |                       |   |
|---|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |   |
| <b>CONVEYING PARTY DATA</b>   |  |                       |   |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                      |
| Praeses, L.L.C.   |  | 12/21/2017            | Limited Liability Company:<br>LOUISIANA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Jurisdiction Online, LLC                           |                       |   |
| <b>Street Address:</b>  | 4325 Alexander Drive, Suite 100                    |                       |   |
| <b>Internal Address:</b>  | c/o Aptean, Inc.                                   |                       |   |
| <b>City:</b>  | Alpharetta   |                       |   |
| <b>State/Country:</b>   | GEORGIA  |                       |   |
| <b>Postal Code:</b>   | 30022  |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 2700074  | JURISDICTION ONLINE   |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 9495676710   |                       |   |
| <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> |  |                       |   |
| <b>Phone:</b>   | 9498527792   |                       |   |
| <b>Email:</b>   | ipprosecution@orrick.com                           |                       |   |
| <b>Correspondent Name:</b>  | ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS             |                       |   |
| <b>Address Line 1:</b>  | 2050 MAIN STREET, SUite 1100                       |                       |   |
| <b>Address Line 4:</b>  | IRVINE, CALIFORNIA 92614                           |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 32750-11   |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Victor Santos                                      |                       |   |
| <b>SIGNATURE:</b>   | /Victor Santos/                                    |                       |   |
| <b>DATE SIGNED:</b>   | 01/17/2018   |                       |   |
| <b>Total Attachments: 5</b>   |  |                       |   |
| source=PJ Gray - IP Assignment Agreement#page1.tif  |  |                       |   |
| source=PJ Gray - IP Assignment Agreement#page2.tif  |  |                       |   |
| source=PJ Gray - IP Assignment Agreement#page3.tif  |  |                       |   |

CH \$40.00 2700074

source=PJ Gray - IP Assignment Agreement#page4.tif

source=PJ Gray - IP Assignment Agreement#page5.tif

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment") is made as of December 21, 2017, by Praeses, L.L.C., a Louisiana limited liability company ("**ASSIGNOR**") to Jurisdiction Online, LLC, a Delaware limited liability company ("**ASSIGNEE**"). Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**WHEREAS**, ASSIGNOR and ASSIGNEE have entered into an ASSET PURCHASE AGREEMENT, dated as of November 15, 2017 (the "Purchase Agreement"), pursuant to which ASSIGNOR is selling, contributing, assigning and transferring certain of its assets and agreements to ASSIGNEE;

**WHEREAS**, ASSIGNOR is the owner of the Business Proprietary Rights, including the web applications, patents, trademark, and domain name listed in Exhibit A attached hereto (the "Specified IP"); and

**WHEREAS**, pursuant to the Purchase Agreement, ASSIGNOR has assigned to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Business Proprietary Rights.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE to consummate the transactions contemplated by the Purchase Agreement, ASSIGNOR agrees as follows:

1. **ASSIGNMENT.**

a. ASSIGNOR hereby assigns, sells, transfers and conveys to ASSIGNEE all of ASSIGNOR'S right, title and interest in, to and under the Business Proprietary Rights, including the Specified IP, and all goodwill pertaining thereto; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR'S favor for infringement or other violation of the aforesaid rights, including the right for past infringement damages, to have and to hold the same unto ASSIGNEE absolutely.

b. At any time, and from time to time, hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE'S written request and expense, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights in ASSIGNEE or record this assignment, and facilitate ASSIGNEE'S enjoyment and enforcement of said rights and causes of action.

2. **MISCELLANEOUS.**

a. **Subject to Purchase Agreement.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof, and the assets and interests being conveyed hereunder are hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Purchase Agreement.

b. **Governing Law.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice 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. Any action, suit or other Proceeding, at law or in equity, arising out of or relating to this Assignment shall only be brought in any federal court in the State of Delaware or the Court of Chancery of the State of Delaware.

c. **Counterparts.** This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

d. **Binding Effect.** This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of ASSIGNOR and ASSIGNEE. Nothing in this instrument, express or implied, is intended to confer on any person, other than ASSIGNOR and ASSIGNEE and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this instrument.

e. **Integration.** ASSIGNOR and ASSIGNEE acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to ASSIGNEE and that the Purchase Agreement is the exclusive source of the agreement and understanding between ASSIGNEE and ASSIGNOR respecting such assets and interests. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

PRAESES, L.L.C.

By: Frank M. Breen  
Name: Frank M. Breen  
Title: CEO / General Manager

Acknowledged:

JURISDICTION ONLINE, LLC (ASSIGNEE)

By: \_\_\_\_\_  
Name:  
Title:


**IN WITNESS WHEREOF**, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

PRAESES, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

**Acknowledged:**

JURISDICTION ONLINE, LLC (ASSIGNEE)

By:  \_\_\_\_\_  
Name: Brad Debold  
Title: Vice President

## **EXHIBIT A**

1. Patent Number US 7,181,304 B2 issued February 20, 2007
2. Patent Number US 7,627,391 B2 issued December 1, 2009
3. Patent Number US 7,813,827 B2 issued October 12, 2010
4. Service Mark Jurisdiction Online, US Serial Number 76407108, US Registration Number 2700074
5. Jurisdiction Online Web application whose primary languages include Windows Server 2008 R2, IIS 6, .NET 4.5, and SQL Server 2014 deployed as SaaS.
6. Building Code Enforcement Web application whose primary languages include Windows Server 2008 R2, IIS 6, .NET 4.5, and SQL Server 2014 deployed as SaaS.
7. JOPortal Web Application whose primary languages include Windows Server 2008 R2, IIS 6, .NET 4.5, and SQL Server 2014 deployed as SaaS.
8. The domain name <http://www.jurisdictiononline.com> and all associated registrations.