

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPOT Business Systems, LLC		01/01/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Clearent Software Holdings, LLC		
Street Address:	222 South Central Avenue, Suite 700		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87580428	SPOT	
Registration Number:	2064846	SPOT	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	2388611		
NAME OF SUBMITTER:	Mark A. Paskar		
SIGNATURE:	/Mark A. Paskar/		
DATE SIGNED:	02/21/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (“Trademark Assignment”) is entered into as of January 1, 2018 (the “Effective Date”), between SPOT Business Systems, LLC, a limited liability company organized and existing under the laws of the State of Utah (“Assignor”), and Clearent Software Holdings, LLC, a limited liability company organized and existing under the laws of the State of Missouri (“Assignee”).

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in and to the registrations and applications for same, including the registration and application identified on Exhibit A;

WHEREAS, this Trademark Assignment is being entered into pursuant to Section 6.6 of that certain Asset Purchase Agreement dated December 1, 2017, by and between, inter alia, Assignor and Assignee (the “APA”);

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all right, title and interest in and to the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the trademarks included in the Seller Intellectual Property (as defined in the APA), including the trademark set forth in Exhibit A, including any and all goodwill associated therewith, all applications and registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of these marks (the “Transferred Marks”).

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all of Assignor’s right, title and interest in and to the Transferred Marks, and any and all of Assignor’s goodwill associated therewith, as well as all of Assignor’s other rights associated with the portion of Assignor’s business to which the Transferred Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the Effective Date.

SPOT BUSINESS SYSTEMS, LLC

By: WBW

Name: MICHAEL B. WILDE

Title: PRESIDENT

CLEARENT SOFTWARE HOLDINGS, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the Effective Date.


SPOT BUSINESS SYSTEMS, LLC

By: _____

Name: _____

Title: _____



CLEARENT SOFTWARE HOLDINGS, LLC

By:  _____

Name: Chris Knibb

Title: CFO

EXHIBIT A

Trademark	Goods (Int'l Cl. No.)	Serial/Reg. No. (Filing/Reg. Date)	Owner of Record	Status
	Computer programs for processing dry cleaning sales and service transactions (Int'l Cl. 9)	87/580,428 (August 23, 2017)	Spot Business Systems, LLC	Pending
	Computer programs for processing dry cleaning sales and service transactions (Int'l Cl. 9)	2,064,846 (May 27, 1997)	Spot Business Systems, LLC	Renewed