

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Time2Track, LLC		11/10/2017	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Time2Track Holdings, LLC		
Street Address:	311 Arsenal Street		
Internal Address:	c/o Liaison International LLC		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3209139	TIME2TRACK	
CORRESPONDENCE DATA			
Fax Number:	6173996930		
<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:	617-292-6930		
Email:	mdaniels@brllawgroup.com		
Correspondent Name:	BRL Law Group LLC		
Address Line 1:	425 BOYLSTON ST. 3RD FLR., 3RD FLOOR		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Mark Burgiel		
SIGNATURE:	/s/ Mark Burgiel		
DATE SIGNED:	03/19/2018		
Total Attachments: 6			
source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page1.tif			
source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page2.tif			
source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page3.tif			
source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page4.tif			

OP \$40.00 3209139

source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page5.tif

source=Liaison - T2T IP Assignment (FOR FILING) PRINTED#page6.tif

Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of November 10, 2017 (the “**Effective Date**”), is made by Time2Track, LLC, a South Carolina limited liability company (“**Seller**”), in favor of Time2Track Holdings LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller and the other parties set forth therein, dated as of the Effective Date (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and/or applications for registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

TIME2TRACK, LLC

By: Talbert H. Campbell
Name: Talbert H. Campbell
Title: Authorized Member

[ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)SS.
)

On the 10th day of November 2017 before me personally appeared Talbert H. Campbell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the Authorized Member of Time2Track, LLC, the South Carolina limited liability company described, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Time2Track, LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: John M. Scott III

My Commission Expires: 5/1/23



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Time2Track	U.S.	3209139	February 13, 2007

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.