

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466495

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Accela, Inc.  |  | 03/12/2018            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Granicus, LLC                                      |                       |                         |
| <b>Street Address:</b>  | 408 Saint Peter Street, Suite 600                  |                       |                         |
| <b>City:</b>  | Saint Paul   |                       |                         |
| <b>State/Country:</b>   | MINNESOTA  |                       |                         |
| <b>Postal Code:</b>   | 55102  |                       |                         |
| <b>Entity Type:</b>   | Corporation: MINNESOTA                             |                       |                         |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 4355680  | MINUTETRAQ            |                         |
| <b>Registration Number:</b>   | 4362537  | E-BOARDROOM           |                         |
| <b>Registration Number:</b>   | 4366173  | MEDIATRAQ             |                         |
| <b>Registration Number:</b>   | 3818754  | IQM2                  |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 3128622000   |                       |                         |
| <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>   | 3128623837   |                       |                         |
| <b>Email:</b>   | raza.siddiqui@kirkland.com                         |                       |                         |
| <b>Correspondent Name:</b>  | Raza Siddiqui                                      |                       |                         |
| <b>Address Line 1:</b>  | 300 N. Lasalle                                     |                       |                         |
| <b>Address Line 2:</b>  | Kirkland & Ellis LLP                               |                       |                         |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60654                            |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 26581-4  |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Raza Siddiqui                                      |                       |                         |
| <b>SIGNATURE:</b>   | /razasiddiqui/                                     |                       |                         |
| <b>DATE SIGNED:</b>   | 03/21/2018   |                       |                         |
| <b>Total Attachments: 5</b>   |  |                       |                         |

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## **Exhibit B**

### **Trademark Assignment Agreement**

THIS TRADEMARK ASSIGNMENT AGREEMENT dated as of March 12, 2018 (“**Assignment**”), is by and between Accela, Inc., a California corporation (“**Assignor**”), and Granicus, LLC, a Minnesota limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 12, 2018 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule 1 (the “**Assigned Trademarks**”); and

WHEREAS, Assignee has agreed in the Purchase Agreement to acquire and accept all of Assignor’s right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement, the parties agree as follows:

SECTION 1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.

SECTION 2. Assignment. Assignor, on behalf of itself and certain of its Subsidiaries, hereby conveys, sells, assigns and transfers to Assignee or its designees, and Assignee and such designees hereby acquire and accept from Assignor, all right, title and interest of Assignor in, to and under the Assigned Trademarks, together with all goodwill associated with the use of or symbolized by the Assigned Trademarks and all rights to collect royalties, products and proceeds in connection therewith (subject to the Excluded Assets set forth in the Purchase Agreement), all rights to sue for past, present and future infringement, misappropriation or dilution thereof or other conflict therewith, and all rights to recover damages or lost profits in connection with the Assigned Trademarks.

SECTION 3. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant Governmental Entity so as to perfect its ownership of the Assigned Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the registration for the Assigned Trademarks to Assignee or its designees as assignee(s) of Assignor’s and its Subsidiaries’ right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

SECTION 4. No Modification of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern,

including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

SECTION 5. Governing Law. THIS ASSIGNMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. ANY AND ALL CLAIMS, CONTROVERSIES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, INCLUDING ITS STATUTES OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CONFLICT-OF-LAWS OR OTHER RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

SECTION 6. Successors and Assigns. Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by either party hereto without the prior written consent of the other party hereto; provided, however, that Assignee, and its permitted assigns may at any time assign, in whole or in part, its respective rights and obligations under this Agreement to one or more of its Affiliates (provided that no such assignment shall release Assignee of its obligations hereunder). This Agreement and the rights and obligations contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor   
\_\_\_\_\_

Assignee  
\_\_\_\_\_

Name: Maximilian Schnoedl


Name: \_\_\_\_\_

Title: Chief Strategy Officer

Title: \_\_\_\_\_

GRANICUS, LLC

By

  
Name: Mark Hynes

Title: Chief Executive Officer

**Schedule 1**

Assigned Trademarks

| <b>Mark</b> | <b>Jurisdiction</b> | <b>Serial No./<br/>Filing Date</b> | <b>Registration No./<br/>Registration Date</b> | <b>Current Owner of<br/>Record</b> |
|-------------|---------------------|------------------------------------|--|------------------------------------|
| MinuteTraq  | United States       | 85,647,156/<br>June 8, 2012        | 4,355,680/<br>June 18, 2013                    | Accela, Inc.                       |
| e-Boardroom | United States       | 85,647,413/<br>June 8, 2012        | 4,362,537/<br>July 2, 2013                     | Accela, Inc.                       |
| MediaTraq   | United States       | 85,647,257/<br>June 8, 2012        | 4,366,173/<br>July 9, 2013                     | Accela, Inc.                       |
| IQM2        | United States       | 77,073,318/<br>December 29, 2006   | 3,818,754/<br>July 13, 2010                    | Accela, Inc.                       |