

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466985

<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>
Quote Software, Inc.		01/02/2018	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iSqFt, Inc.		
<b>Street Address:</b>	4500 Lake Forest Drive		
<b>Internal Address:</b>	Suite 502		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5295924	QUOTESOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ip@ropertech.com		
<b>Correspondent Name:</b>	Roper Technologies, Inc.		
<b>Address Line 1:</b>	6901 Professional Parkway East		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Sarasota, FLORIDA 34240		
<b>ATTORNEY DOCKET NUMBER:</b>	QuoteSoft - iSqft - Assig		
<b>NAME OF SUBMITTER:</b>	G. Andrew Barger		
<b>SIGNATURE:</b>	/G. Andrew Barger/		
<b>DATE SIGNED:</b>	03/23/2018		
<b>Total Attachments: 11</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into this January 2, 2018 (the "Effective Date"), by and between Quote Software, Inc., an Oregon corporation ("Assignor"), and iSqFt, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of December 14, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer and deliver to Assignee and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of Assignor in and to, among other Assets, all of the Purchased Intellectual Property, including (i) the trademark applications and registrations specified on Schedule A hereto (the "Registered Trademarks"), (ii) the unregistered trademarks specified on Schedule B hereto, and (iii) the domain name registrations specified on Schedule C hereto (all of which collectively constitute the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and subject to the terms and conditions of the Asset Purchase Agreement:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of Assignor in and to the Assigned IP, including all goodwill associated therewith, all copyright rights included in the Assigned IP, and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.

3. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable Governmental Body, to issue or transfer all Registered Trademarks to Assignee, as assignee of all of Assignor's right, title and interest therein or otherwise as Assignee may direct via recordation of the Trademark Assignment substantially in the form of Exhibit A attached hereto. Assignee will have the right to record this Assignment with all applicable Government Bodies so as to perfect its ownership of the Registered Trademarks.

4. Entire Agreement. This Assignment is subject to the terms and conditions of the Asset Purchase Agreement, and to the extent that any provision of this Assignment conflicts or is inconsistent with any term or condition of the Asset Purchase Agreement, the Asset Purchase Agreement will control. This Assignment will not be deemed to substitute, limit, enlarge or extinguish any obligations under the Asset Purchase Agreement of the parties thereto, all of which obligations will survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement.

5. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to

principles of conflicts of laws). Any legal suit, action or proceeding arising out of or based upon this Assignment will be resolved in accordance with Section 10.6 of the Asset Purchase Agreement.

6. Counterparts. This Assignment may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, and will become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterparts.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR**

QUOTE SOFTWARE, INC.

By: Kerry Brainard

Name: Kerry Brainard

Title: Pres. C.E.O.

**ASSIGNEE**

ISQFT, INC.

By: \_\_\_\_\_

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

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

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR**

QUOTE SOFTWARE, INC.

By: \_\_\_\_\_

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

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

**ASSIGNEE**

ISQFT, INC.

By:  \_\_\_\_\_

Name: John K. Stipanovich

Title: Corporate Secretary

**Schedule A**

**Registered Trademarks**

**QuoteSoft**

**Word Mark** QUOTESOFT  
**Goods and Services** IC 042, US 100 191, G & S: Software as a service (SAAS) services featuring software for providing construction cost estimates, construction labor estimates and quantity take-offs. FIRST USE: 19960907, FIRST USE IN COMMERCE: 19960907  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 87335358  
**Filing Date** February 14, 2017  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** July 11, 2017  
**Registration Number** 5295924  
**Registration Date** September 26, 2017  
**Owner** (REGISTRANT) Quote Software Inc. CORPORATION OREGON 232 W 5th Ave Eugene OREGON 97401  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead indicator** LIVE

**Schedule B**

**Unregistered Trademarks**

None.



## Schedule C

### Domain Name Registrations

1. Quotesoft.com
2. buyduct.com
3. duct.net
4. ductwork.net
5. quotesoft.co
6. touchtakeoff.com
7. holo.bid
8. efabshop.com
9. eductwork.com
10. ductwork.org
11. ductwork.co
12. duct.org

## Exhibit A

### FORM OF TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is delivered in connection with (i) that certain Intellectual Property Assignment (the "IP Assignment") entered into as of January [2], 2018 by and between Quote Software, Inc., an Oregon corporation ("Assignor"), and iSqFt, Inc., a Delaware corporation ("Assignee"), and (ii) that certain Asset Purchase Agreement, dated as of December [•], 2017 (the "Asset Purchase Agreement"). Capitalized terms used but not defined in this Trademark Assignment shall have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, the Assignor has signed and delivered this Trademark Assignment to enable the Assignee to file it with any appropriate Governmental Body to indicate ownership of the Purchased Intellectual Property described below and for the other purposes set forth herein.

WHEREAS, this Trademark Assignment supplements the IP Assignment and the Asset Purchase Agreement and other instruments of transfer delivered in connection with the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this Trademark Assignment, the Assignor sells, assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to the following properties and rights with respect to all trademarks so listed in Annex A (the "Trademarks"):

(i) all goodwill associated with the business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks;

(ii) any and all registered trademarks and applications for registration that have been or may be granted or filed, respectively, with respect to such Trademarks;

(iii) all foreign trademarks that may claim priority based on and correspond to the Trademarks;

(iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including unpaid damages and payments for past, present, and future infringements of any Trademark;

(v) all rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

This assignment is made in connection with the sale of the entire business to which the Trademarks relate. As of the date set forth above, the Assignee has succeeded to all right, title, and standing of the Assignor to: (u) receive all rights and benefits pertaining to the Trademarks and related rights described above and (v) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Trademarks described above. This Trademark Assignment (w) is irrevocable and effective upon the

Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (x) benefits and binds the parties to the Asset Purchase Agreement and their respective successors and assigns, (y) does not modify or affect, and is subject to, the provisions of the IP Assignment and the Asset Purchase Agreement and (z) may be signed in counterparts as provided in Section 10.5 of the Asset Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their respective authorized officers as of the date first written above.

**ASSIGNOR:**

QUOTE SOFTWARE, INC.

By: \_\_\_\_\_

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

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

**Annex A to Trademark Assignment**

**Trademarks**

QuoteSoft

Word Mark QUOTESOFT  
Goods and Services IC 042, US 100 101, G & S: Software as a service (SAAS) services featuring software for providing construction cost estimates, construction labor estimates and quantity take-offs. FIRST USE: 19950907, FIRST USE IN COMMERCE: 19960907  
Standard Characters Claimed  
Mark Drawing Code (4) STANDARD CHARACTER MARK  
Serial Number 87335358  
Filing Date February 14, 2017  
Current Basis 1A  
Original Filing Basis 1A  
Published for Opposition July 11, 2017  
Registration Number 5295924  
Registration Date September 26, 2017  
Owner (REGISTRANT) Quote Software Inc. CORPORATION OREGON 232 W 5th Ave Eugene OREGON 97401  
Type of Mark SERVICE MARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE