

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	01/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conduent Business Services, L.L.C.		09/29/2017	Corporation: DELAWARE
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
ESO Firehouse, L.L.C.	01/01/2018	Limited Liability Company: DELAWARE	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	ESO Solutions, Inc.		
Street Address:	9020 N. Capital of Texas Hwy., Bldg. 2, Ste. 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2904634	FIREHOUSE SOFTWARE	
Registration Number:	3938044	FH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5124762622		
Email:	jwelch@blazierlaw.com		
Correspondent Name:	Justin M. Welch		
Address Line 1:	901 S. Mopac Expy., Bldg. 5, Ste. 200		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Justin M. Welch		
SIGNATURE:	/justin m welch/		
DATE SIGNED:	04/30/2018		

OP \$65.00 2904634

Total Attachments: 13

source=Assignment history - jmw#page1.tif
source=Assignment history - jmw#page2.tif
source=Assignment history - jmw#page3.tif
source=Assignment history - jmw#page4.tif
source=Assignment history - jmw#page5.tif
source=Assignment history - jmw#page6.tif
source=Assignment history - jmw#page7.tif
source=Assignment history - jmw#page8.tif
source=Assignment history - jmw#page9.tif
source=Assignment history - jmw#page10.tif
source=Assignment history - jmw#page11.tif
source=Assignment history - jmw#page12.tif
source=Assignment history - jmw#page13.tif

BLAZIER CHRISTENSEN BROWDER & VIRR

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

JOHN C. BLAZIER
FLEUR A. CHRISTENSEN
THOMAS F. VIRR**
PAUL K. BROWDER
JUSTIN M. WELCH
JONATHAN S. CONNOR
JOHN P. FERGUSON

BARTON OAKS PLAZA
901 S. MOPAC EXPY., BLDG. V, STE. 200
AUSTIN, TEXAS 78746

WWW.BLAZIERLAW.COM

TELEPHONE (512) 476-2622
FACSIMILE (512) 476-8685

**BOARD CERTIFIED-TAX LAW, TEXAS BOARD
OF LEGAL SPECIALIZATION

writer's direct e-mail: jwelch@blazierlaw.com

April 30, 2018

United States Patent and
Trademark Office

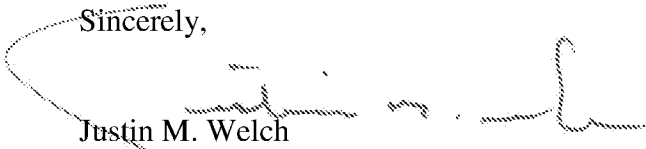
To whom it may concern:

The assignment of the two marks – FIREHOUSE SOFTWARE (Reg. No. 2,904,634) and FH (Reg. No. 3,938,044) – occurred as follows:

1. Conduent Business Services, L.L.C., assigned the marks to CGS Sub, L.L.C., the two marks as set forth in Exhibit A;
2. Conduent Business Services, L.L.C., then assigned its 100 percent owned membership interest in CGS Sub, L.L.C., to ESO Solutions, Inc., as set forth in Exhibit B;
3. CGS Sub, L.L.C., then changed its name to ESO Firehouse, L.L.C., as set forth in Exhibit C; and,
4. ESO Firehouse, L.L.C., was then merged into ESO Solutions, Inc., as set forth in Exhibit D.

Please do not hesitate to contact me with any questions or comments.

Sincerely,


Justin M. Welch
For the Firm

enclosures

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), dated as of September 29, 2017, is made and entered into by and between Conduent Business Services, LLC, a Delaware limited liability company (“Assignor”), and CGS Sub, LLC, a Texas limited liability company (“Assignee”). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Conduent Government Systems, LLC, a Delaware limited liability company and affiliate of Assignor (“CGS”), and ESO Solutions, Inc., a Texas corporation (“Buyer”), intend to enter into that certain Membership Interest Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A, attached hereto and hereby incorporated into this Trademark Assignment, and in and to the related registrations therefor as shown on the attached Schedule A, together with the goodwill symbolized thereby and associated therewith (collectively, the “Marks”); and

WHEREAS, in contemplation of entering into the Purchase Agreement, Assignor, Assignee, CGS, and Conduent State & Local Solutions, Inc., a New York corporation, have entered into that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), pursuant to which Assignor has agreed to assign to Assignee all of its right, title and interest in, and to the Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, immediately prior to the Closing, and Assignee hereby accepts, any and all right, title and interest of Assignor in and to the Marks, including all common law rights and all rights to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) for past infringement, and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of such suits, throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Effective Time. This Trademark Assignment and the transactions contemplated hereby shall be effective as of immediately prior to the Closing.

3. Further Assurances. Assignor and Assignee will execute, deliver, file and record such further and additional documents and instruments that the other party may reasonably request to effectuate the transactions contemplated herein, including the execution of individual assignment documentation for filing with any Governmental Entity for the registration of the

Marks, if applicable. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office.

4. Successors and Assigns. This Trademark Assignment will be binding upon, and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

6. Governing Law. This Trademark Assignment is governed by and to be construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would result in the application of the Laws of any jurisdiction other than the State of Delaware.

7. Severability. Whenever possible, each provision of this Trademark Assignment will be interpreted in such manner as to be effective and valid under Law, but if any provision of this Trademark Assignment is held to be prohibited by, illegal, incapable of being enforced, or invalid under Law or by public policy, such provision will be ineffective only to the extent of such prohibition or invalidity, and all other terms and provisions of this Trademark Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

8. Amendment. The terms and provisions of this Trademark Assignment may be modified or amended only by a written instrument executed by each of the Assignee and Assignor (provided, that, prior to the Closing, any amendment or modification of this Trademark Assignment shall also require the prior written consent of Buyer), and compliance with any term or provision hereof may be waived only by a written instrument executed by each party is entitled to the benefits of the same. Failure to exercise any right, power or privilege hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

9. Conflicts. This Trademark Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in such Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent that there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[Signature Page Follows]

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

ASSIGNOR:

Conduent Business Services, LLC

By: B. J. Walsh
Name: Brian J. Walsh
Title: Chief Financial Officer, Executive Vice
President & Manager

ASSIGNEE:

CGS Sub, LLC

By: Conduent Government Systems, LLC, its
Member

By: B. J. Walsh
Name: Brian J. Walsh
Title: Manager & Senior Vice President

SCHEDULE A
MARKS

Mark	Serial No.	Registration No.	Goods/Services	Registration Date
Firehouse Software®	78142540	2,904,634	IC 009. US 021 023 026 036 038. G & S: Computer software for use in fire department information management.	November 23, 2004 (Filing date: July 10, 2002)
FH®	85107113	3,938,044	IC 009. US 021 023 026 036 038. G & S: Computer software for use in fire department information management.	March 29, 2011 (Filing date: August 13, 2010)

MEMBERSHIP INTEREST ASSIGNMENT

September 29, 2017

FOR VALUE RECEIVED, pursuant to, and in accordance with, the Membership Interest Purchase Agreement, of even date herewith (the "Purchase Agreement"), between Conduent Government Systems, LLC, a Delaware limited liability company ("Conduent"), and ESO Solutions, Inc., a Texas corporation ("ESO"), Conduent hereby sells, assigns and transfers to ESO all of Conduent's right, title and interest in and to 100% of the issued and outstanding membership interests (the "Membership Interests") in CGS Sub, LLC, a Delaware limited liability company (the "Company"), standing in Conduent's name on the books and records of the Company, together with all rights and benefits appurtenant thereto, including without limitation all economic, voting, participation and information rights and any capital accounts associated with such Membership Interests and the right to distributions in respect thereof, free and clear of all Liens. Conduent irrevocably constitutes and appoints the Company as the undersigned's attorney-in-fact to transfer the Membership Interests on the books and records of the Company with full power of substitution in the premises.

Capitalized terms used herein but not defined shall have the meaning set forth in the Purchase Agreement.

[Signature page follows]

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CGS SUB, LLC", CHANGING ITS NAME FROM "CGS SUB, LLC" TO "ESO FIREHOUSE, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2017, AT 4:56 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6560339 8100
SR# 20176507241

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203355096
Date: 10-06-17

EXHIBIT C
TRADEMARK
REEL: 006323 FRAME: 0499

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
CGS SUB, LLC

It is hereby certified that:

1. The name of the limited liability company is CGS Sub, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended to change the name of the limited liability company from CGS Sub, LLC to ESO FIREHOUSE, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 5th day of October, 2017.

CGS SUB, LLC

By: ESO Solutions, Inc.,
its Sole Member

By: 

Name: Christopher Dillie
Title: Chief Executive Officer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ESO FIREHOUSE, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "ESO SOLUTIONS, INC." UNDER THE NAME OF "ESO SOLUTIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2018, AT 1:45 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6692489 8100M
SR# 20180044493

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201949763
Date: 01-10-18

EXHIBIT D

TRADEMARK
REEL: 006323 FRAME: 0501

CERTIFICATE OF MERGER

MERGING

ESO FIREHOUSE, LLC
(a Delaware Limited Liability Company)

INTO

ESO SOLUTIONS, INC.
(a Texas Corporation)

Dated January 1, 2018

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act, the undersigned, ESO Solutions, Inc., a Texas corporation (“**ESO**”), executed this Certificate of Merger for the purpose of effecting a merger (the “**Merger**”) of ESO FIREHOUSE, LLC, a Delaware limited liability company (“**ESO Sub**”), with and into ESO, with ESO as the surviving corporation. ESO hereby certifies, for and on behalf of ESO and for the purpose of merging ESO Sub with and into ESO, each of the following:

1. The name, jurisdiction of formation and type of entity of each constituent company are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Type of Entity</u>
ESO FIREHOUSE, LLC	Delaware	Limited liability company
ESO Solutions, Inc.	Texas	Corporation

2. An Agreement and Plan of Merger (the “**Plan of Merger**”) has been approved and executed by each of the constituent companies.

3. The surviving company (“**Surviving Corporation**”) shall be ESO Solutions, Inc., and it will continue in existence under the laws of the State of Texas.

4. A copy of the executed Plan of Merger is on file at the principal place of business of the Surviving Corporation located at: 9020 N. Capital of Texas Hwy., Building 2, Suite 300, Austin, Texas 78759.

5. A copy of the executed Plan of Merger will be provided by the Surviving Corporation, upon written request and without cost, to any shareholder of ESO or member or partner of ESO Sub.

6. The Surviving Corporation agrees that, following the Merger, it may be served with process in the State of Delaware in any action, suit or proceeding for enforcement of any obligation of ESO Sub arising while it was a Delaware limited liability company. The Surviving

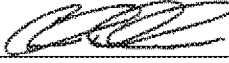
Corporation irrevocably appoints the Secretary of State as its agent to accept service of process in any such action, suit or proceeding.

7. Following the Merger, the Secretary of State shall mail a copy of any process referred to in Article SIX above to: 9020 N. Capital of Texas Hwy., Building 2, Suite 300, Austin, Texas 78759.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving company has caused this Certificate of Merger to be duly executed as of the date first set forth above.

ESO SOLUTIONS, INC.

By:  _____

Name: Christopher Dillie

Title: Chief Executive Officer

SIGNATURE PAGE TO CERTIFICATE OF MERGER