

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNGARD AVAILABILITY SERVICES, LP		05/15/2018	Limited Partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ASSURANCE SOFTWARE INC.		
Street Address:	680 E. Swedesford Rd.		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2536673	LDRPS	
Registration Number:	2802054	NOTIFIND	
Registration Number:	2804464	NOTIFIND	
Registration Number:	2617814	BIA PROFESSIONAL	
Registration Number:	2385557		
Registration Number:	2606341	PLANET	
Serial Number:	87681674	ACT WITH ASSURANCE	
CORRESPONDENCE DATA			
Fax Number:	4045725136		
<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:	404 572 4600		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	26813.019002		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		

OP \$190.00 2536673

DATE SIGNED:	07/13/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of May 15, 2018 by and between SUNGARD AVAILABILITY SERVICES, LP., a Pennsylvania limited partnership (the “Assignor”), and ASSURANCE SOFTWARE INC., a Delaware corporation (the “Assignee”). Assignor and Assignee are sometimes individually referred to as a “Party” and, collectively, as the “Parties.” Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

- A. Assignor owns the trademarks identified on Schedule A attached hereto, the trademark registrations and applications associated therewith and also described on Schedule A (such trademarks and such trademark registrations and applications are, collectively, the “Trademarks”) and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks and such goodwill are, collectively, the “Trademark Rights”);
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 15, 2018 (the “Purchase Agreement”), pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the Trademark Rights; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the Trademarks Rights, including (i) all Trademarks, all registrations and applications thereof and all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) all rights of priority in the Trademark Rights in any country as may now or hereafter be granted by law, treaty or other international conventions, (iii) all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, dilution or conflict with such Trademark Rights, and (iv) all royalties, fees, income and other payments and proceeds due or accrued as of the Closing Date and thereafter under or arising from such Trademark Rights.
- 2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall, at Assignee’s reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
- 3. No Impact on Terms of the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument, or agreement executed in

connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions set forth in the Purchase Agreement, with this Assignment being intended solely to effect the transfer of the Trademark Rights strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

4. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement


5. Governing Law. Assignor and Assignee hereby agree that this Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

Assurance Software Inc.

By: 
Name: John Baumstark
Title: Chairman

ASSIGNOR:

Sungard Availability Services, LP

By: _____
Name: _____
Title: _____

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

Assurance Software Inc.

By: _____

Name: _____

Title: _____

ASSIGNOR:

~~Sungard~~ Availability Services, LP

By:  _____

Name: Susan Lynch

Title: Executive Vice President and Chief
Financial Officer

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark Rights

Mark	Country	Status	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner
LDRPS	US	Registered	2/5/2002	2,536,673	Company
NOTIFIND	US	Registered	1/6/2004	2,802,054	Company
NOTIFIND (stylized)	US	Registered	1/13/2004	2,804,464	Company
BIA Professional	US	Registered	9/10/2002	2,617,814	Company
Misc design	US	Registered	9/12/2000	2,385,557	Company
PLANET	US	Registered	8/13/2002	2,606,341	Company
Act with Assurance	US	Pending	(11/13/2017)	(87/681,674)	Company
Act with Assurance	EU	Pending	(8/5/2018)	(017896669)	Company
LDRPS	UK	Registered	6/28/2002	2290145	Sungard Availability Services (UK) Limited