

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
800 Adept, Inc.		07/19/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	IVR Technology Group, LLC		
Street Address:	65 Lawrence Bell Drive, Suite 102		
City:	Williamsville		
State/Country:	NEW YORK		
Postal Code:	14221		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2412006	CENTRABASE	
Registration Number:	2279963	SMARTGEO	
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>			
Email:	trademark@hselaw.com		
Correspondent Name:	Timothy Menasco		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Jessica C. Mendola		
SIGNATURE:	/Jessica C. Mendola/		
DATE SIGNED:	07/20/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of July 19, 2018, by and between IVR Technology Group, LLC ("Assignee"), and 800 Adept, Inc. ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement and Bill of Sale entered into as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to acquire certain assets of Assignor and OneVoice Holdings, Inc. in accordance with the terms of the Purchase Agreement;

WHEREAS, Assignor owns rights in the trademarks and the trademark registrations set forth on Exhibit A (collectively, the "Trademarks") and any and all goodwill associated with the Trademarks; and

WHEREAS, Assignor wishes to assign to Assignee any and all of their right, title, and interest in and to the Trademarks, and all goodwill associated with the Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, Assignor does hereby sell, assign, and transfer to Assignee any and all of Assignor's right, title, and interest in and to the Trademarks, and all goodwill associated therewith, including but not limited to the right to sue and recover for past infringement of the Trademarks, as fully and completely as permitted by law, it being the intention of the parties that Assignee shall acquire any and all rights, title, and interest in and to the Trademarks.

Upon Assignee's request, Assignor will each promptly take such additional actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests obtained by Assignee pursuant to this Assignment in, to and under the Trademarks, and Assignee shall pay for each Assignor's reasonable expenses and costs in so doing. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other trademark office in other applicable jurisdictions, and including those required by the U.S. Patent & Trademark Office to correct online assignment records, assignment records or a chain of assignment) and the provision of documents and information useful or necessary for Assignee or its affiliates, designees or agents to file, prosecute or maintain any application for any registrations of the Trademarks, or pursue or defend any administrative, court, or other legal proceeding involving any of the registrations of the Trademarks.


Assignor warrants and covenants that no assignment, license, or encumbrance has been or will be made that would or will conflict with this Assignment.

Assignor covenants that no consent of any other parties is necessary or appropriate under any agreements concerning the Trademarks, nor any goodwill associated with the Trademarks, in order for this Assignment to be binding.

Any and all terms not defined in this Assignment are defined in the Purchase Agreement.

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

800 ADEPT. INC.

By: 
Name: Akash Desai
Title: President

IVR Technology Group, LLC


By: 
Name: Akash Desai
Title: President

Exhibit A

Trademarks

1. CentraBase, U.S. Registration No 2,412,006, registered December 12, 2000.
2. SmartGeo, U.S. Registration No 2,279,963, registered September 21, 1999.