

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474139

<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>
Aspect 9, LLC		01/04/2012	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VFI Technology Services LLC		
<b>Street Address:</b>	8015 Harbor View Terrace		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11209		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4142346	CHAIN.IO	
<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>Phone:</b>	215-964-9917		
<b>Email:</b>	mklahre@baercrossey.com		
<b>Correspondent Name:</b>	Matthew Klahre		
<b>Address Line 1:</b>	1500 Walnut Street		
<b>Address Line 2:</b>	Suite 501		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19102		
<b>NAME OF SUBMITTER:</b>	Matthew Klahre		
<b>SIGNATURE:</b>	/Matthew Klahre/		
<b>DATE SIGNED:</b>	05/15/2018		
<b>Total Attachments: 5</b>			
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source=Assignment of Trademarks and Service Marks (01092103)#page2.tif			
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OP \$40.00 4142346



ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS

ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS (the "Assignment") is made as of January 4, 2012, by Aspect 9, LLC, a Pennsylvania limited liability company having a principal place of business at 231 North 3<sup>rd</sup> Street, Apt. 223, Philadelphia, PA ("Assignor") to VFI Technology Services LLC, a New York limited liability company, having a principal place of business at 8015 Harbor View Terrace, New York, NY ("Assignee").

WHEREAS, Assignor and Assignee have entered into an asset purchase and sale agreement dated as January 4, 2012 (the "Asset Purchase and Sale Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase and Sale Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, and has filed an application for trademark registration for "chain.io" with the United States Patent and Trademark Office as set forth on Schedule I (collectively the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; free and clear of Encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be reasonably necessary to confirm and assure the rights and obligations provided for in this Assignment and the

Agreement, and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment and the Agreement.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and service mark issues and in all other respects including as to validity, interpretation and effect by the laws specified in the Asset Purchase and Sale Agreement, without giving effect to the conflict of law rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

ASPECT 9, LLC

By: 

Name: Brian Glick

Title: Manager



SCHEDULE 1  
TO  
ASSIGNMENT OF U.S. TRADEMARKS AND SERVICE MARKS

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	chain.io	85427018	September 20, 2011

Common Law Trademarks

<u>Country</u>	<u>Mark</u>	<u>Goods and/or Services in Connection with which Used</u>	<u>First Use Date</u>
World wide web	chain.io	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	December 27, 2010
United States	Aspect 9	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	January 14, 2011
World wide web	chainio.com	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	December 31, 2010
United States	chain.io logo design (as appears on the chain.io website)	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	January 14, 2011

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World wide web	Aspect 9.com	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	January 1, 2011
World wide web	AspectNine.com	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	January 1, 2011
United States	Aspect 9 logo design (as appears on the Aspect9.com website)	Providing services featuring software for managing and tracking customer purchasing, invoicing and shipping, tariff compliance, and vendor and supplier procurement, payments and deliverables	January 14, 2011