

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474748

<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>
Sayers Technology, LLC		03/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sayers Technology Services, LLC		
<b>Street Address:</b>	825 Corporate Woods Parkway		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3141209	BUILT AROUND YOU	
<b>Registration Number:</b>	4256489	SAYERS	
<b>Registration Number:</b>	4357836	BUILT AROUND YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982179		
<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>	804-775-1675		
<b>Email:</b>	jhowell2@mcguirewoods.com, trademarks@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis, McGuireWoods LLP		
<b>Address Line 1:</b>	Gateway Plaza, 800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		
<b>SIGNATURE:</b>	/Emily S. Voorheis/		
<b>DATE SIGNED:</b>	05/18/2018		
<b>Total Attachments: 7</b>			
source=Active_100757557_1_Mosaic - Sayers - Trademark and Domain Name Assignment#page1.tif			
source=Active_100757557_1_Mosaic - Sayers - Trademark and Domain Name Assignment#page2.tif			
source=Active_100757557_1_Mosaic - Sayers - Trademark and Domain Name Assignment#page3.tif			

OP \$90.00 3141209

source=Active\_100757557\_1\_Mosaic - Sayers - Trademark and Domain Name Assignment#page4.tif

source=Active\_100757557\_1\_Mosaic - Sayers - Trademark and Domain Name Assignment#page5.tif

source=Active\_100757557\_1\_Mosaic - Sayers - Trademark and Domain Name Assignment#page6.tif

source=Active\_100757557\_1\_Mosaic - Sayers - Trademark and Domain Name Assignment#page7.tif

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “*Assignment*”), dated as of March 26, 2018, is made by and between Sayers Technology, LLC, a Delaware limited liability company (“*Assignor*”), and Sayers Technology Services, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, pursuant to that certain Asset and Unit Purchase Agreement entered into between the parties dated as of March 26, 2018 (the “*Purchase Agreement*”), the parties agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor.

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) the trademarks, trade names and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark applications and registrations identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights, and (iii) the internet domain names listed in Schedule 2 attached hereto (the “*Domain Names*”). The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations,

exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. **Domain Registration.** Assignor agrees to promptly take all steps and execute all further documents as may be necessary or reasonably requested by Assignee or the registrar of the Domain Names to effectuate the assignment and transfer of the Domain Names and related registrations to Assignee, including, without limitation, promptly “pushing” the Domain Names to Assignee’s account, unlocking the Domain Names, providing transfer authorization codes to Assignee or its agents, and approving any transfer requests, completion of the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Assignee. In the event that Assignor is unable to or fails to take the necessary steps to effectuate the transfer of the Domain Names as described hereunder, then Assignor hereby irrevocably appoints Assignee and its agents as its attorney-in-fact to execute any necessary documents, authorize any transfers and to take such actions as are necessary to effectuate the transfer of the Domain Names to Assignee.

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

5. **Third Party Beneficiaries.** Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

6. **Governing Law.** This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

7. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor’s and the other Sellers’ (as defined in the Purchase Agreement) representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

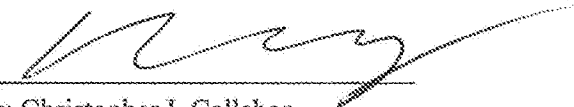
instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark and Domain Name Assignment as of the date first written above.

ASSIGNOR:

**Sayers Technology, LLC**  
a Delaware limited liability company

By: 

Name: Christopher L. Callahan  
Title: President and Chief Executive Officer

ASSIGNEE:

**Sayers Technology Services, LLC**  
a Delaware limited liability company

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

Name: Stephen W. Buchanan  
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark and Domain Name Assignment as of the date first written above.


ASSIGNOR:

**Sayers Technology, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Christopher L Callahan  
Title: President and Chief Executive Officer

ASSIGNEE:


**Sayers Technology Services, LLC**  
a Delaware limited liability company

By:   
Name: Stephen W. Buchanan  
Title: Manager

*Signature page to Trademark and Domain Name Assignment*

Schedule 1

**Trademarks:**

<b>Trademark</b>	<b>Filing Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registered Owner</b>
BUILT AROUND YOU	78/491,283	September 29, 2004	3,141,209	September 12, 2006	Sayers Technology, LLC
Sayers and Design 	85/507,692	October 26, 2012	4,256,489	December 11, 2012	Sayers Technology, LLC
BUILT AROUND YOU	85/764,811	October 26, 2012	4,357,836	June 25, 2013	Sayers Technology, LLC



Schedule 2

**Domain Names:**

<b>Domain</b>	<b>Registrant</b>	<b>Registrar</b>	<b>Expiration Date</b>
Sayers.com	Sayers Finance	NETWORK SOLUTIONS, LLC	02-04-2028
Portal.sayers.com	Sayers Finance	NETWORK SOLUTIONS, LLC	02-04-2028