

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/10/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OverNite Software, Inc.		08/10/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Avetta, LLC		
Street Address:	17671 COWAN #125		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2652423	EWEBOQ	
Registration Number:	2666941	EWEBOQ	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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:	801-533-9800		
Email:	mbarlow@wnlaw.com		
Correspondent Name:	Matthew A. Barlow		
Address Line 1:	60 E. South Temple, Suite 1000		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	21732.2		
NAME OF SUBMITTER:	Matthew A. Barlow		
SIGNATURE:	/Matthew A. Barlow/		
DATE SIGNED:	08/20/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made as of August 10, 2018 by and between OverNite Software, Inc., a Texas corporation (“**Assignor**”) and Avetta, LLC, a Delaware limited liability company (the “**Assignee**”).

WITNESSETH:

WHEREAS, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the “**Trademarks**”) that are applied for, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between Assignor and Assignee, Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Trademarks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby agrees as follows:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
2. Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Trademarks and to fully and entirely stand in the place of Assignor in all matters related thereto.
3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.
4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or

Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in identical counterparts and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single document. A facsimile, photocopy or a copy in PDF or other digitized imaged format shall be deemed an original document for all purposes.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

OVERNITE SOFTWARE

By: Armando Caceres, Jr.
Name: Armando Caceres, Jr.
Title: President

ASSIGNEE:

AVETTA, LLC

By: John Herr
Name: John Herr
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006419 FRAME: 0187

SCHEDULE A
TO
TRADEMARK/SERVICE MARK ASSIGNMENT

Trademark / Service mark	Registration No.	Serial No.	Date of Registration
EWBOQ	2652423	76054849	11/19/2002
EWBOQ	2666941	76054874	12/24/2002