

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Planswift Corporation		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	iSqFt, Inc.		
Street Address:	4500 Lake Forest Drive		
Internal Address:	Suite 502		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3498962	PLANSWIFT	
CORRESPONDENCE DATA			
Fax Number:	9415562672		
<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:	9415562604		
Email:	ip@ropertech.com		
Correspondent Name:	Roper Technologies, Inc. - IP Legal		
Address Line 1:	6901 Professional Parkway East		
Address Line 2:	Suite 200		
Address Line 4:	Sarasota, FLORIDA 34240		
ATTORNEY DOCKET NUMBER:	Planswift (iSqft)		
NAME OF SUBMITTER:	Deborah Fernandez		
SIGNATURE:	/df/		
DATE SIGNED:	09/17/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into this 30th day of March, 2018 (the "Effective Date"), by and between PlanSwift Corporation, a Delaware corporation ("PlanSwift"), PlanSwift Software, LLC, a Utah limited liability company (together with PlanSwift, the "Assignors" and each an "Assignor"), and iSqFt, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignors, the Assignee and James Purpura, as representative of Assignors, are parties to the Asset Purchase Agreement, dated as of March 28, 2018 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors have agreed to sell, assign, transfer and deliver to the Assignee and the Assignee has agreed to purchase, acquire and accept from the Assignors, all right, title and interest of the Assignors in and to, among other Assets, all of the Purchased Intellectual Property, including (i) the patent, trademark and service mark applications and registrations specified on Schedule A hereto (the "Registered Intellectual Property"), (ii) the unregistered intellectual property specified on Schedule B hereto, and (iii) the domain name registrations specified on Schedule C hereto (all of which collectively constitute the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and subject to the terms and conditions of the Asset Purchase Agreement:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. Assignment. Each Assignor does hereby sell, assign, transfer and deliver to the Assignee, and the Assignee does hereby purchase, acquire and accept from such Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of such Assignor in and to the Assigned IP, including all goodwill associated therewith, all copyright rights included in the Assigned IP, and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP, the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.
3. Authorization. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any other applicable Governmental Body, to issue or transfer all Registered Intellectual Property to the Assignee, as assignee of all of the Assignors' right, title and interest therein or otherwise as Assignee may direct via, among other things, recordation of the Trademark Assignment substantially in the form of Exhibit A attached hereto. The Assignee will have the right to record this Assignment with all applicable Government Bodies so as to perfect its ownership of the Registered Intellectual Property.
4. Entire Agreement. This Assignment is subject to the terms and conditions of the Asset Purchase Agreement, and to the extent that any provision of this Assignment conflicts or is inconsistent with any term or condition of the Asset Purchase Agreement, the Asset Purchase Agreement will control. This Assignment will not be deemed to substitute, limit, enlarge or extinguish any obligations under the Asset Purchase Agreement of the parties thereto, all of

which obligations will survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement.

5. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any legal suit, action or proceeding arising out of or based upon this Assignment will be resolved in accordance with Section 10.7 of the Asset Purchase Agreement.


6. Counterparts. This Assignment may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, and will become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterparts.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNORS

PLANSWIFT CORPORATION

By: 
Name: James Purpura
Title: President/CEO

PLANSWIFT SOFTWARE, LLC

By: 
Name: James Purpura
Title: manager

ASSIGNEE

ISQFT, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNORS

PLANSWIFT CORPORATION

By: _____

Name: _____

Title: _____

PLANSWIFT SOFTWARE, LLC

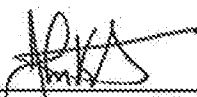
By: _____

Name: _____

Title: _____

ASSIGNEE

ISQFT, INC.

By:  _____

Name: John K. Aspinwall

Title: Corporate Secretary

Schedule A
Registered Intellectual Property

Mark	Territory	Reg. Date	Reg. No.	Status
SINGLECLICK TAKEOFF	United States	4/19/2016	4943232	Registered
PLANSWIFT	United States	9/9/2008	3498962	Registered