

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490507

<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>
JB Knowledge Technologies, Inc.		05/08/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iSqFt, Inc.		
<b>Street Address:</b>	4500 Lake Forest Drive		
<b>Internal Address:</b>	Suite 502		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5287639	SMARTBID	
<b>Registration Number:</b>	5287640	SMARTBID	
<b>Registration Number:</b>	5287641	SMARTBID	
<b>Registration Number:</b>	5287638	SMARTBID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	ip@ropertech.com		
<b>Correspondent Name:</b>	Roper Technologies, Inc. - IP Legal		
<b>Address Line 1:</b>	6901 Professional Parkway East		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Sarasota, FLORIDA 34240		
<b>ATTORNEY DOCKET NUMBER:</b>	SmartBid Assignment (iSqF		
<b>NAME OF SUBMITTER:</b>	Deborah Fernandez		
<b>SIGNATURE:</b>	/df/		
<b>DATE SIGNED:</b>	09/18/2018		

CH \$115.00 5287639

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is delivered in connection with (i) that certain Intellectual Property Assignment (the "IP Assignment") entered into as of May 8, 2018 by and between JB Knowledge Technologies, Inc., a Texas corporation (the "Assignor"), and iSqFt, Inc., a Delaware corporation (the "Assignee"), and (ii) that certain Asset Purchase Agreement, dated as of May 8, 2018 (the "Asset Purchase Agreement"). Capitalized terms used but not defined in this Trademark Assignment shall have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Assignor has signed and delivered this Trademark Assignment to enable Assignee to file it with any appropriate Governmental Body to indicate ownership of the Seller Intellectual Property described below and for the other purposes set forth herein.

WHEREAS, this Trademark Assignment supplements the IP Assignment and the Asset Purchase Agreement and other instruments of transfer delivered in connection with the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which Assignor acknowledges, and by signing and delivering this Trademark Assignment, Assignor sells, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to the following properties and rights with respect to all trademarks so listed in Annex A (the "Trademarks"):

- (i) all goodwill associated with the business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks;
- (ii) any and all registered trademarks and applications for registration that have been or may be granted or filed, respectively, with respect to such Trademarks;
- (iii) all foreign trademarks that may claim priority based on and correspond to the Trademarks;
- (iv) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Trademarks, including unpaid damages and payments for past, present, and future infringements of any Trademark;
- (v) all rights in and under the Trademarks to the fullest extent allowed by law as fully as Assignor would have held the same in the absence of this assignment; and
- (vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace Assignor in all related matters.

This assignment is made in connection with the sale of the entire business to which the Trademarks relate. As of the date set forth above, Assignee has succeeded to all right, title, and standing of Assignor to: (u) receive all rights and benefits pertaining to the Trademarks and related rights described above and (v) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the Trademarks described above. This Trademark Assignment (w) is irrevocable and effective upon Assignor's signatures to and delivery of a manually signed copy of this instrument or facsimile or email

transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (x) benefits and binds the parties to the Asset Purchase Agreement and their respective successors and assigns, (y) does not modify or affect, and is subject to, the provisions of the IP Assignment and the Asset Purchase Agreement and (z) may be signed in counterparts as provided in Section 8.5 of the Asset Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their respective authorized officers as of the date first written above.

**ASSIGNOR:**

JB KNOWLEDGE TECHNOLOGIES, INC.

By:   
Name: James M. Benham  
Title: CEO

**Annex A to Trademark Assignment**

**Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>International Class(es)</b>	<b>U.S. Class(es)</b>
SMARTBID (standard character)	87/119709	07/28/2016	5287639	09/12/2017	009	021, 023, 026, 036, 038
SMARTBID (standard character)	87/119722	07/28/2016	5287640	09/12/2017	042	100, 101
SMARTBID (illustration)	87/119733	07/28/2016	5287641	09/12/2017	009	021, 023, 026, 036, 038
SMARTBID (illustration)	87/119595	07/28/2016	5287638	09/12/2017	042	100, 101