# OP \$40.00 4177394

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497851

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fish Software, Inc.		11/12/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Fish Technologies, LLC		
Street Address:	16775 Addison Road		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4177394	FISH

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: tparham@fbfk.law
Correspondent Name: Trey Parham

Address Line 1: 2500 Dallas Parkway, Suite 600

Address Line 4: Plano, TEXAS 75093

NAME OF SUBMITTER:	Van E. Parham III	
SIGNATURE:	/Van E Parham III/	
DATE SIGNED:	11/12/2018	

**Total Attachments: 3** 

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> TRADEMARK REEL: 006480 FRAME: 0319

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made by and between Fish Software, Inc., a Delaware corporation with a principal place of business at 1434 Patton Place, Suite 190, Carrollton, TX 75007 ("Assignor" or "Fish Software") and Fish Technologies, LLC, a Delaware limited liability company with a principal place of business at 16775 Addison Road, Addison, Texas 75001 ("Assignee" or "Fish Technologies"), effective as of the last signature date below.

## **WITNESSETH**

WHEREAS, Assignor has adopted and used in commerce the trademark listed on Exhibit A to this Agreement (the "Mark"); and

WHEREAS, in return for an assignment of the Mark, Fish Technologies agrees to file and prosecute all applications associated with the Mark, maintain any subsequent registrations for them, and take over enforcing the Mark; and

WHEREAS, Assignor has agreed to assign and Fish Technologies has agreed to acquire all of Assignor's right, title, and interest in and to the Mark, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

Now, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys unto Fish Technologies all of Assignor's right, title, and interest in and to the Mark, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.
- 2. The Assignor agrees to execute all papers and to perform such other proper acts as Fish Technologies may deem necessary to secure for Fish Technologies or its designees the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in Fish Technologies, its successors, assigns, and legal representatives.
- 3. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

TRADEMARK ASSIGNMENT AGREEMENT

PAGE 1

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed and delivered as of the date written below.

FISH SOFTWARE, INC.

By: Michael D. Gilvar

November 12, 2018 | 14:50:12 PST Date:

NAME: MICHAEL GILVAR

Title: President

FISH TECHNOLOGIES, INC.

By: Michael D. Gilvar

Date: November 12, 2018 | 14:50:12 PST

NAME: MICHAEL GILVAR

Title: Manager

# EXHIBIT A TRADEMARK

Mark	Jurisdiction	Goods/Services	Reg. No.
FISH	USA	IC 35 – "Sales support services, namely, gathering, reviewing, reporting and analysis of data from trade shows and sales exhibitions useful in evaluating organizers' and exhibitors' performance in such shows and exhibitions and identifying means to improve future performance, excluding conducting classes, workshops or seminars in the fields of workplace satisfaction or corporate and organizational training; customer relationship management services in respect to trade shows and sales exhibitions, excluding trade shows and sales exhibitions for automobile dealerships; services provided to trade show exhibitors excluding automobile dealerships using computer software and hardware to identify and qualify prospective buyers and provide qualified sales leads and supporting sales information to the exhibitor's sales staff for use in contacting qualified buyers, to allow the exhibitor to establish objectives for trade show performance and measure whether those objectives were met, and to provide pre-and post-trade show email surveys"	4,177,394

TRADEMARK ASSIGNMENT AGREEMENT

**RECORDED: 11/12/2018** 

PAGE 3

TRADEMARK
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