

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499933

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <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>                  |
| Fish Software Holdings, LLC   |  | 11/29/2018            | Limited Liability Company:<br>TEXAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Fish Technologies LLC                              |                       |                                     |
| <b>Street Address:</b>  | 16775 Addison Road                                 |                       |                                     |
| <b>City:</b>  | Addison  |                       |                                     |
| <b>State/Country:</b>   | TEXAS  |                       |                                     |
| <b>Postal Code:</b>   | 75001  |                       |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 4177394  | FISH                  |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 3128622200   |                       |                                     |
| <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>   | 3128628738   |                       |                                     |
| <b>Email:</b>   | michelle.nowicki@kirkland.com                      |                       |                                     |
| <b>Correspondent Name:</b>  | Michelle Nowicki                                   |                       |                                     |
| <b>Address Line 1:</b>  | 300 N. LaSalle                                     |                       |                                     |
| <b>Address Line 2:</b>  | Kirkland & Ellis LLP                               |                       |                                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60654                            |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 45544-1  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Michelle Nowicki                                   |                       |                                     |
| <b>SIGNATURE:</b>   | /Michelle Nowicki/                                 |                       |                                     |
| <b>DATE SIGNED:</b>   | 11/29/2018   |                       |                                     |
| <b>Total Attachments: 4</b>   |  |                       |                                     |
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made by and between Fish Software Holdings, LLC, a Texas limited liability company (successor-in-interest to Fish Software, Inc., a Delaware corporation) (“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”);

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;

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;

WHEREAS, Fish Software, Inc. (which was converted to Fish Software Holdings, LLC on August 6, 2009) purported to assign to Assignee the Mark under a Trademark Assignment Agreement (“Prior Purported Assignment”) dated November 12, 2018 which was recorded with the U.S. Patent and Trademark Office on November 12, 2018 under Reel/Frame 006480/0319;

WHEREAS, Assignor (as successor-in-interest to Fish Software, Inc.) and Assignee agree that the Prior Purported Assignment was invalid because Fish Software, Inc. was, at the time of execution of the Prior Purported Assignment, no longer a validly existing entity, and the parties mutually desire to now validly effectuate the intended assignment in accordance with this Agreement; 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.

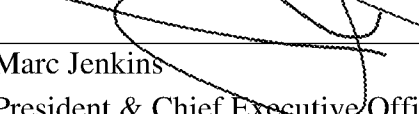
3. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

*[Signature Page Follows]*

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

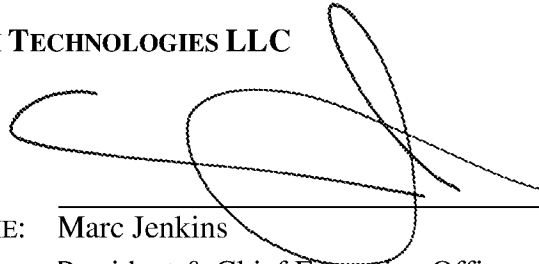
**FISH SOFTWARE HOLDINGS, LLC**

BY: FISH TECHNOLOGIES LLC,  
ITS SOLE MEMBER

BY:   
NAME: Marc Jenkins  
TITLE: President & Chief Executive Officer

Date: November 29, 2018

**FISH TECHNOLOGIES LLC**

BY:   
NAME: Marc Jenkins  
TITLE: President & Chief Executive Officer

Date: November 29, 2018

**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 |