

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascend Software Incorporated		11/06/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Ascend Software, LLC		
Street Address:	500 S. Kraemer Blvd., Suite 350		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4364129	SMARTTOUCH AIR	
Registration Number:	4356859	SMARTTOUCH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	135663/279749		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	11/19/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**Assignment**”), dated as of November 6, 2018, is made by Ascend Software Incorporated, a Nevada corporation (“**Seller**”) and Ascend Software, LLC, a Delaware limited liability company (“**Buyer**”).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (“**Asset Purchase Agreement**”), pursuant to which Seller transferred, sold and conveyed to Buyer substantially all of the assets of Seller; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller does hereby sell, assign, convey and transfer unto Buyer and its successors, assigns and legal representatives, Seller’s entire right, title, and interest in and to the Company Intellectual Property (as defined in the Asset Purchase Agreement), including:

- (a) the patents and patent applications set forth on Schedule A hereto, and all inventions described or claimed therein, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions, and any right, title and interest Seller may have in applications to which such patents or patent applications claim priority, all of the foregoing to be held and enjoyed by Buyer for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Seller had assignment thereof not been made; and all of Seller’s rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including the right to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Buyer’s selection and the right to procure the grant of all patents to Buyer in its own name as assignee of Seller’s entire right, title and interest therein;
- (b) the trademarks and trademark applications set forth on Schedule B hereto (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives;

- (c) the copyrights and copyright applications set forth on Schedule C hereto, including, without limitation, the right to secure all registrations thereof, and all renewals and extensions of such registrations;
- (d) the domain names set forth on Schedule D hereto;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Company Intellectual Property; and
- (f) any and all rights to sue and recover damages and/or profits for any and all past or present infringement, misappropriation, dilution or other violation of the Company Intellectual Property, all of the same to be held and enjoyed by Buyer for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Seller, if assignment thereof had not been made.

2. Seller does hereby authorize the Director of the United States Patent and Trademark Office and the empowered officials of all other governments and authorities to record the Company Intellectual Property and title thereto as the property of Buyer, its successors, assigns, or legal representatives in accordance with the terms of this instrument, and to issue or register to Buyer such patents, trademarks, copyrights and other registrations as shall be granted thereon to Buyer, its successors, assigns, or legal representatives. Seller further hereby authorizes the current registrar of each domain name in the Company Intellectual Property to transfer the ownership and control of such domain name to Buyer.

3. Seller agrees for itself and its successors, assigns, agents, and legal representatives to provide cooperation and assistance to Buyer and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, maintenance or enforcement of the Company Intellectual Property.

4. Buyer and Seller also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Seller.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

SELLER:

ASCEND SOFTWARE INCORPORATED

By: 
Name: Lee Blattner
Title: Chief Executive Officer

BUYER:

ASCEND SOFTWARE, LLC

By: _____
Name: Robert Southern
Title: Chief Executive Officer

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

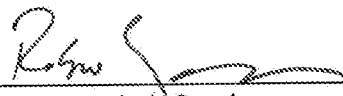
SELLER:

ASCEND SOFTWARE INCORPORATED

By: _____
Name: Lee Blattner
Title: Chief Executive Officer

BUYER:

ASCEND SOFTWARE, LLC

By:  _____
Name: Robert Southern
Title: Chief Executive Officer

Schedule A – Patents

None.

Schedule B – Trademarks

Mark	Jurisdiction	App. No./Reg. No.	App. Date/Reg. Date
SMARTTOUCH AIR	US	4,364,129	July 9, 2013
SMARTTOUCH SOLUTIONS	US	4,356,859	June 25, 2013

Schedule C – Copyrights

None.

Schedule D – Domain Names

1. ascendsoftware.com
2. foojaro.com
3. fujaro.com
4. handsfreeaccountspayable.com
5. handsfreeap.com
6. imagilytics.com
7. imagilytics.me
8. kiljaro.biz
9. kiljaro.com
10. kiljaro.info
11. kiljaro.mobi
12. kiljaro.net
13. kiljaro.org
14. manageourinvoices.com
15. manageourpayables.com
16. mountsoftware.com
17. mytande.com
18. mytravelandexpenses.com
19. skyjaro.com
20. smartouchap.com
21. smartouchfin.com
22. smartouchhr.com
23. smartouchpo.com
24. smartouchsc.com
25. smartouchsolution.com
26. smartouchsolutions.com
27. smartouchte.com
28. smartouchtravel.com
29. smartouchweb.com
30. smarttouch-air.com
31. smarttouch.solutions
32. smarttouchair.com
33. smarttouchap.com
34. smarttouchecm.com
35. smarttouchform.com
36. smarttouchforms.com
37. smarttouchhr.com
38. smarttouchsolution.com
39. smarttouchsolutions.com
40. smarttouchte.com
41. smarttouchweb.com
42. welcome2chomp.org
43. zoojaro.com
44. zujaro.com
45. ascenddemo.com
46. ascendenterprises.com
47. ascendinfosafe.com
48. ascendoperationservices.com
49. ascendops.com
50. ascendopsservices.com
51. ascendwisdom.com
52. myitemguru.com
53. reportsafe.net
54. reportsafedemo.com