

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eze Software Group LLC		12/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eze Castle Software LLC		
Street Address:	12 Farnsworth Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3312339	COMMISSION OPTIMIZER	
Registration Number:	4698916	EZE	
Registration Number:	4557033	EZE	
Registration Number:	2627345	EZE CASTLE	
Registration Number:	4552846	EZE SOFTWARE GROUP	
Registration Number:	4681654	TRADAR	
Registration Number:	2726390	TRADERS CONSOLE	
Serial Number:	87629851	ECLIPSE	
Serial Number:	86635968	EZE	
Serial Number:	87753489	EZE ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-897-2367		
Email:	jauclair@ezesoft.com		
Correspondent Name:	Jessica Auclair		
Address Line 1:	12 Farnsworth Street		
Address Line 2:	Eze Software		

OP \$265.00 3312339

Address Line 4:	Boston, MASSACHUSETTS 02210
NAME OF SUBMITTER:	Jessica M. Auclair
SIGNATURE:	/jessica auclair/
DATE SIGNED:	01/09/2019
Total Attachments: 4 source=Trademark Assignment Agreement 12.16.18 signed#page1.tif source=Trademark Assignment Agreement 12.16.18 signed#page2.tif source=Trademark Assignment Agreement 12.16.18 signed#page3.tif source=Trademark Assignment Agreement 12.16.18 signed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 26, 2018 ("Effective Date"), is made by and between Eze Software Group LLC, a Delaware limited liability company ("Assignor"), and Eze Castle Software LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), dated as of the date hereof, pursuant to which Assignor is assigning, transferring and conveying to Assignee Assignor's right, title and interest in and under certain contracts and agreements to which Assignor is a party; and

WHEREAS, in connection with the transactions contemplated by the Assignment and Assumption Agreement, the parties hereto are entering into this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably distributes, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, including the goodwill appurtenant thereto, in and to the following:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Effective Time. The transactions contemplated by this Trademark Assignment shall be effective as of 12:01 AM Eastern Time on the Effective Date contemporaneously with

the consummation of the transactions contemplated by the Assignment and Assumption Agreement.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

4. Further Assurances. From time to time, as and when requested by either party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.


7. Modification and Waiver. None of the provisions of this Trademark Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


[signature page to follow]

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

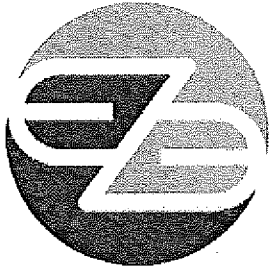
EZE SOFTWARE GROUP LLC

By: 
Name: Jeffrey Shoreman
Title: President

EZE CASTLE SOFTWARE LLC

By: 
Name: Jeffrey Shoreman
Title: President

SCHEDULE 1

Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
COMMISSION OPTIMIZER	United States	78/911423	06/19/2006	3,312,339	10/16/2007
ECLIPSE	United States	87/629,851	10/02/2017		
EZE	United States	86/635,968	05/20/2015		
EZE	United States	86/321597	06/26/2014	4,698,916	03/10/2015
 EZE (and Design)	United States	85/884392	03/22/2013	4,557,033	06/24/2014
EZE CASTLE	United States	76/123432	09/06/2000	2,627,345	10/01/2002
EZE ECLIPSE	United States	87/753,489	01/12/2018		
EZE SOFTWARE GROUP	United States	85/884391	03/22/2013	4,552,846	06/17/2014
TRADAR	United States	86/321596	06/26/2014	4,681,654	02/03/2015
TRADERS CONSOLE	United States	76/188925	01/03/2001	2,726,390	06/17/2003