

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dwyer Technology, Inc.		12/03/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Transaction Pro, LLC		
Street Address:	14-16 Hampshire Drive		
City:	Hudson		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03051		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4261507	AUTOFY	
CORRESPONDENCE DATA			
Fax Number:	6175024920		
<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:	617.248.4920		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012634-0005		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	01/10/2019		
Total Attachments: 5			
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OP \$40.00 4261507

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the “Assignment”), between Dwyer Technology, Inc., d/b/a Propelware, a Minnesota corporation located at 20615 Islandview Circle, Lakeville, Minnesota 55044 (“Assignor”), and Transaction Pro, LLC, a Delaware limited liability company located at 14-16 Hampshire Drive, Hudson, New Hampshire 03051 (the “Company”), is executed on December 3, 2018.

RECITALS

- A. Assignor is the owner of the trademarks and service marks listed on Schedule A hereto (collectively, the “Marks”).
- B. Assignor desires to assign the Marks to the Company pursuant to the Asset Purchase Agreement among Assignor, the Company and the shareholders of Assignor as of the date hereof (the “Asset Purchase Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the promises set forth in this Assignment, the parties agree as follows:

1. The recitals shall form part of this Assignment.
2. Assignment. Assignor hereby transfers and assigns to the Company all of Assignor’s right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured, and including all (i) income, royalties and rights to payment with respect to the Marks, and (ii) rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same. The provisions of this Assignment inure to the benefit of the Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.
3. Further Assurances. Assignor shall provide to the Company commercially reasonable cooperation and assistance at the Company’s request, without charge but at the Company’s expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Company reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all

countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. Nothing in this Assignment should be deemed to supersede or enlarge or modify any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.


5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

DWYER TECHNOLOGY, INC., d/b/a PROPELWARE


By: Joseph Dwyer
Its: President

COMPANY:

TRANSACTION PRO, LLC

By: Joel Hughes
Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006530 FRAME: 0405

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.


ASSIGNOR:

DWYER TECHNOLOGY, INC., d/b/a PROPELWARE

.....
By: Joseph Dwyer
Its: President

COMPANY:

TRANSACTION PRO, LLC


.....
By: Joel Hughes
Its: Chief Executive Officer

SCHEDULE A

**United States
Trademarks and Service Marks**

MARK	SERIAL NO.	REGISTRATION NO.
Autofy	85-616,489	4,261,507

State Trademarks and Service Marks

MARK	STATE	REGISTRATION NO.
NONE		

Foreign Trademarks and Service Marks

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
NONE			