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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505901

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CALLAHAN ROACH PRODUCTS & PUBLICATIONS, LTD.		12/21/2018	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	EverCallahan, LLC
Street Address:	1515 Wynkoop St., Ste. 250
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87906723	CONTRACTOR'S SMART PRICE
Registration Number:	4698058	CONTRACTOR'S CALL SMART
Registration Number:	4412470	CONTRACTORS CALL SMART

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.

Phone: 303-800-0579
Email: lisa@evercommerce.com
Correspondent Name: Lisa Hephner
Address Line 1: 1515 Wynkoop St, Ste. 250
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Lisa Hephner
SIGNATURE:	/LisaHephner-CR1-15-19/
DATE SIGNED:	01/15/2019

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of December 21, 2018, by **CALLAHAN ROACH PRODUCTS & PUBLICATIONS, LTD.**, a Texas limited partnership ("Seller"), in favor of **EVERCALLAHAN, LLC**, a Delaware limited liability company ("Purchaser").

Statement of Purpose

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement, December 21, 2018 (the "Purchase Agreement"), by and among Purchaser, PaySimple Holdings, Inc., PaySimple Intermediate, Inc., PaySimple, Inc. d/b/a EverCommerce, Seller and the partners of Seller listed on the signature pages thereto,

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Purchaser, among other assets, Seller's entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Seller and related to the assets acquired pursuant to the Purchase Agreement, including, without limitation, the following trademarks (collectively, the "Assigned Trademarks"):

Contractors Call Smart - Registered October 1, 2013; Reg. No. 4412470

Contractor's Call Smart - Registered October 1, 2013; Reg. No. 4698058

Contractor's Smart Price -- Application Ser. No. 87906723;

WHEREAS, this Assignment is being executed and delivered at the Closing pursuant to the Purchase Agreement; and

WHEREAS, all capitalized terms used in this Assignment and not otherwise defined will have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and delivers to Purchaser, its successors and assigns forever, free and clear of any liens or encumbrances, all of Seller's legal and equitable right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and 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.

Seller covenants that Seller will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of

attorney and assurances for better assuring, conveying and confirming such conveyance of the Assigned Trademarks to Purchaser as Purchaser shall reasonably require.

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Purchaser, as assignee of the entire right, title, and interest therein or otherwise as Purchaser may direct and, at Purchaser's cost, to record and register this Assignment upon request by Purchaser, its successors, assigns and legal representatives, or to such nominees as it may designate. Seller shall, at Purchaser's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

The representations and warranties of Seller, and the rights, remedies and obligations of any Party, under the Purchase Agreement shall not be deemed to be enlarged, limited, modified or altered in any way by this Assignment.

This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Seller hereby constitutes and appoints Purchaser as Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, to demand, receive and collect the Assigned Trademarks, to give receipts and releases for and in respect of any and all of the Assigned Trademarks, and from time to time to institute and prosecute in Seller's name, or otherwise for the benefit of Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Trademarks or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign the Assigned Trademarks to Purchaser and its successors and assigns. Seller declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Assignment will be deemed a waiver of any remedies otherwise available.

This Assignment (a) is irrevocable and effective upon Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of a signed copy of this instrument in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds Seller and Seller's successors and assigns, and (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase


Agreement and the provisions of this instrument, the provisions of the Purchase Agreement will control.

[Signature Page Follow]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the date first above written.

**CALLAHAN ROACH PRODUCTS &
PUBLICATIONS, LTD.**, a Texas limited
partnership

By: CALLAHAN ROACH PRODUCTS &
PUBLICATIONS GP, LLC, a Texas limited
liability company, its general partner

By: 
Name: ANDREW J KEW
Title: MANAGING MEMBER