

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508326

<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>
Profit Strategies, Inc.		01/31/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	dESCO, LLC		
<b>Street Address:</b>	44 Barkley Circle		
<b>City:</b>	Fort Meyers		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33907		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4527950	COOLFRONT	
<b>Registration Number:</b>	4849206	QUALITY SERVICE PRICING	
<b>Registration Number:</b>	4849207	SERVICE FREQUENCY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	3142592000		
<b>Email:</b>	susan.murphy@bcplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	2400616		
<b>NAME OF SUBMITTER:</b>	Matthew G. Minder		
<b>SIGNATURE:</b>	/Matthew G. Minder/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 31st day of January, 2019 by and between Profit Strategies, Inc., dba Coolfront Technologies, a New York corporation (“**Assignor**”) with an address at 806 Linden Avenue, #300, Rochester, New York 14625, and dESCO, LLC, a Delaware limited liability company (“**Assignee**”) with an address at 44 Barkley Circle, Fort Myers, FL 33907. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as January 17, 2019, by and among Assignor, Clearent Software Holdings, LLC, a Missouri limited liability company (“**Clearent**”), and James W. D’Amico (the “**Purchase Agreement**”).

### **RECITALS**

**WHEREAS**, Assignor and Clearent are parties to the Purchase Agreement;

**WHEREAS**, Assignee is an indirect wholly-owned subsidiary of Clearent, and Clearent has designated Assignee as the assignee under this Agreement; and

**WHEREAS**, this Agreement is made and delivered pursuant to, inter alia, Article 6.3 of the Purchase Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all worldwide right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on Exhibit A attached hereto, including, without limitation, any and all common law rights thereto and the goodwill of the Business symbolized thereby (collectively, the “**Trademarks**”), together with Assignor’s worldwide right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such past, present or future infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Trademarks.

2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign patent offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement.** This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the

conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of New York.

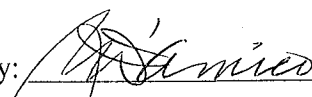
7. **Counterparts.** This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor has caused this Agreement to be executed as of the date first set forth above.

**ASSIGNOR**

PROFIT STRATEGIES, INC. dba COOLFRONT  
TECHNOLOGIES

By:  \_\_\_\_\_

Name: James W. D'Amico \_\_\_\_\_

Title: President \_\_\_\_\_

**EXHIBIT A**

**Trademark Registrations**

- a. COOLFRONT® – U.S. Reg. No. 4,527,950
- b. QUALITY SERVICE PRICING® – U.S. Reg. No. 4,849,206
- c. SERVICE FREQUENCY® – U.S. Reg. No. 4,849,207