

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508331

<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>
ENTERWORKS, INC.		01/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERWORKS ACQUISITIONS, INC.		
<b>Street Address:</b>	46040 Center Oak Plaza, Suite 115		
<b>City:</b>	Sterling		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20166		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2224613	E.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	5616535000		
<b>Email:</b>	angela.martin@akerman.com		
<b>Correspondent Name:</b>	Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Dr., Ste 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	0338025		
<b>NAME OF SUBMITTER:</b>	James Zirkle		
<b>SIGNATURE:</b>	/James Zirkle/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 29, 2019, is made by Enterworks, Inc. ("**Seller**"), a Delaware corporation, in favor of Enterworks Acquisition, Inc. ("**Buyer**"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Buyer and Seller and the other signatory parties thereto, dated as of March 9, 2015 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller 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, 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. Recordation and Further Actions. Seller 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 Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. 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 FOLLOWS]

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

Enterworks, Inc.

By: [Signature]

Name: JAMES H. CACK

Title: Seller Representative

Address for Notices: 8270 Gemstone Dr. #810  
Newport, VA. 23102

ACKNOWLEDGMENT

STATE OF ~~[STATE]~~ Commonwealth of Virginia )  
 )SS.  
COUNTY OF ~~[COUNTY]~~ Tarfax )

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the [SIGNATORY TITLE] of Enterworks, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Enterworks, Inc. for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Karen Fettig



My Commission Expires: [DATE]  
12/31/2021

AGREED TO AND ACCEPTED:

Enterworks Acquisition, Inc.

By: [Signature]

Name: Jean-Paul Lawell

Title: CEO

Address for Notices: 46040 Center Oak Plaza  
Suite 115  
Sterling, VA 20166

[ACKNOWLEDGMENT

STATE OF [STATE] North Carolina )  
 )SS.  
COUNTY OF [COUNTY] Beaufort )

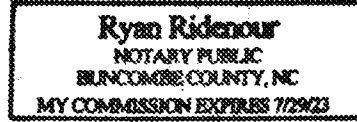
On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared 31st, January, 2019 [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the [SIGNATORY TITLE] of Enterworks Acquisition, Inc., the corporation described, and

acknowledged the instrument to be the free act and deed of Enterworks Acquisition, Inc. for the uses and purposes mentioned in the instrument.

*Ryan Ridenour*  
Notary Public  
Printed Name: *Ryan Ridenour*

My Commission Expires: [DATE]


*7-29-23*



**SCHEDULE 1**

**Assigned Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/Serial Number</b>
	US	Reg. No. 2224613
ENTERWORKS	CANADA	TMA638420
ENTERWORKS	CHINA	1727898

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