

900483770 02/01/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508246

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KMC Information Systems, L.C.		01/31/2019 12/01/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	a360 Technology Solutions	a360 Technology Solutions LLC	
Street Address:	3000 Kellway Drive		
Internal Address:	Suite 110		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3710568	CASEAWARE	
Registration Number:	3336195	SERVICE-COMPLETE	
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:	860-440-9501		
Email:	sliashchyna@logs.com		
Correspondent Name:	Sviatlana Liashchyna		
Address Line 1:	400 Bayonet Street		
Address Line 2:	Suite 301		
Address Line 4:	New London, CONNECTICUT 06320		
NAME OF SUBMITTER:	Sviatlana Liashchyna		
SIGNATURE:	/Sviatlana Liashchyna/		
DATE SIGNED:	02/01/2019		
Total Attachments: 4			
source=a360_KMCIS_AssignmentAssumption_201812_Executed#page1.tif			
source=a360_KMCIS_AssignmentAssumption_201812_Executed#page2.tif			

OP \$65.00 3710568

source=a360_KMCIS_AssignmentAssumption_201812_Executed#page3.tif

source=a360_KMCIS_AssignmentAssumption_201812_Executed#page4.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment of Assets is made as of December 1, 2018 between KMC Information Systems, L.C. limited liability company located at 221 Bolivar St., Jefferson City, MO 65101 (the "Assignor") and a360 Technology Solutions LLC, located at 3000 Kellway Drive, Suite 110, Carrollton, TX 75006 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which Assignor accepts and acknowledges, Assignor irrevocably assigns and transfers to Assignee and Assignee accepts and assumes from Assignor, Assignor's entire right, title and interest in assets set forth in Schedule 1 of this Assignment.

1. Proprietary Software.

- a. Section 1.a of Schedule 1 contain a correct, current, and complete list of all Business Products being assigned to Assignee under this Agreement.
- b. Assignee warrants that no licensed software or open source software was used to develop, maintain, or support the assigned Business Products.
- c. Assignor represents and warrants that it is in actual possession of and has exclusive control over a complete and correct copy of the source code for all proprietary components of the Business Products being transferred in accordance with this agreement.
- d. Except for application programming interfaces and other interface code that is generally available to customers, Assignor has not disclosed, delivered, licensed, or otherwise made available, and does not have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, or otherwise make available, any material portion of the source code for any Business Product to any other Person, other than an employee, independent contractor, or consultant of Assignor pursuant to a valid and enforceable written agreement prohibiting use or disclosure of the code except in the performance of services for the Business.
- e. To the knowledge of Assignor, as of the date of hereof, there has been no unauthorized theft, reverse engineering, decompiling, disassembling, or other unauthorized disclosure of or access to any material portion of the source code for any Business Product.
- f. Assignor represents and warrants that all Business Products (A) comply with all applicable Laws and industry standards, including with respect to security; and (B) conform to all applicable contractual commitments, express and implied warranties, representations and claims in marketing materials, and applicable specifications, user manuals, training materials, and other documentation.
- g. To the Knowledge of Assignor, none of the Business Products contain any bug, defect, or error that materially adversely affects, or could reasonably be expected to materially adversely affect, the value, functionality, or performance of such Business Product.
- h. To the Knowledge of Assignor, none of the Business Products, and no other Software used in the operation of the Business or provision of any Business Product, contain any "time bomb," "Trojan horse," "back door," "worm," virus, malware, spyware, or other device or code designed or intended to, or that could reasonably be expected to, (A) disrupt, disable, harm, or otherwise impair in any material respect the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network, or device on which any Business Product or such other Software is installed, stored, or used; or (B) damage, destroy, or prevent the access to or use of any data or file without the user's consent, except, for the avoidance of doubt, license keys and other code intended to limit access to or use of such Business Product or such other Software to an authorized user.

2. IT Systems.

- a. Assignor represents and warrants that the Business Systems transferred to Assignee in accordance with this agreement are reasonably sufficient for the immediate needs of the Business and in a good working condition to perform all information technology operations and include sufficient licensed capacity (whether in terms of authorized sites, units, users, seats, or otherwise) for all Software, in each case as necessary for the conduct of the

- Business as currently conducted.
- b. In the last three (3) years before the effective date of this assignment, there has been no unauthorized access, use, intrusion, or breach of security, or material failure, breakdown, performance reduction or other adverse event affecting any Business Systems, that has caused [or could reasonably be expected to cause] any: (i) substantial disruption of or interruption in or to the use of such Business Systems or the conduct of the Business; (ii) material loss or destruction of or damage or harm to the Business or its personnel, property, or other assets; or (iii) material liability of any kind to the Business. Assignor represents and warrants that it has taken all reasonable actions, consistent with applicable industry best practices, to protect the integrity and security of the Business Systems and the data and other information stored or processed thereon.
 - c. Assignor (i) maintains commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities; (ii) acts in compliance therewith; and (iii) tests such plans and procedures on a regular basis, and such plans and procedures have been proven effective upon such testing.
3. Trademarks.
- a. Section 3 of Schedule 1 of this Assignment includes a list of Trademark registrations which are being assigned to Assignee together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.
 - b. Assignor assigns (i) all trademark rights provided by applicable law, international treaties and conventions; (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any Assigned Trademark; (ii) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the effective 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.
 - c. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office (USPTO) to record and register this Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 Assignee, or any assignee or successor thereto.
4. Contractual Rights and Obligations.
- a. Assignor assigns, grants, conveys and transfers to Assignee, all of Assignor's rights, title and interest in and to the customer contracts listed in Section 4 of Schedule 1 and to all Assignor's subcontractor agreements ("Assigned Contracts").
 - b. Assignee accepts such assignment and assumes all of Assignor's duties, liabilities and obligations under the Assigned Contracts, and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assigned Contracts accruing on and after the effective date of this Assignment.
 - c. Assignor represents and warrants that (i) all Assigned Contracts are valid and enforceable as of the effective date of this assignment; (ii) no event or condition has occurred that is an event of default (breach) or termination under any of the Assigned Contracts; (iii) there are no material disputes pending or, to Assignor's knowledge threatened related to any rights or obligations transferred by this Agreement; and (iv) Assignor has performed all of its obligations under the Assigned Contracts that are required to be performed on or before the Effective Date.
 - d. Assignor agrees to cooperate and assist Assignee with obtaining necessary approvals for individual contract assignments, as might be required.
5. At any time and from time to time, at the reasonable request of Assignee, Assignor shall promptly execute and deliver to Assignee any new, additional or confirmatory document or instrument

necessary to vest in Assignee all right, title and interest of Assignor in, to and under the interest herein assigned or to carry into effect the intent and purposes of this Assignment.

6. This Assignment contains the final, complete and exclusive understanding between Assignor and Assignee regarding the assignment by Assignor to Assignee of all right, title and interest of Assignor in, to and under the Interests and supersedes any prior or contemporaneous agreement, understanding or representation, oral or written, by either of them regarding those matters. The validity, construction, enforcement and interpretation of this Assignment are governed by the law of the state of Michigan and the federal laws of the United States of America. This Assignment inures to the benefit of, and is binding on, the respective heirs and successors of Assignors and Assignee.
7. Assignor and Assignee acknowledge that each has carefully read this Assignment, has had sufficient opportunity to ask questions and receive satisfactory answers about this Assignment from their own legal counsel if they so choose, understand their rights and obligations under this Assignment and applicable law. Assignor and Assignee agree and acknowledge that this Assignment was negotiated at arm's length and is between parties equally sophisticated and knowledgeable regarding the matter addressed by this Assignment. Accordingly, any rule of law or legal decision that would require the interpretation of any ambiguities in this Assignment against the party that drafted it is inapplicable and therefore waived. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the intent of Assignors and Assignee as set forth in the terms of this Assignment.

Effective: December 1, 2018

ASSIGNOR
KMC



By: Dan Cannon
Its: CEO

ASSIGNEE



By: Scott A. Brinkley
Its: CEO

SCHEDULE 1

1. Software
 - a. Proprietary Software
 - i. CaseAware
2. IT Systems
 - a. Include all Business Systems which are reasonably necessary to support, maintain and deliver proprietary software to customers in accordance with the current licensing agreements.
3. Trademarks
 - a. **CaseAware**, registration # 3710568, registrant KMC Information Systems, L.C. Limited Liability Company Missouri
 - b.
 - c. **Service Complete**, registration # 3336195, registrant KMC Information Systems, L.C. Limited Liability Company Missouri
4. Contractual Rights and Obligations



**KMCS Client
Agreements**