

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510157

<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>
DAMBALLA, INC.		02/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Help/Systems, LLC		
<b>Street Address:</b>	6533 Flying Cloud Drive		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3822220	DAMBALLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927717		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Michelle Hill, Paralegal		
<b>Address Line 1:</b>	FREDRIKSON & BYRON, P.A.		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	51940		
<b>NAME OF SUBMITTER:</b>	Michelle Hill		
<b>SIGNATURE:</b>	/Michelle Hill/		
<b>DATE SIGNED:</b>	02/14/2019		
<b>Total Attachments: 5</b>			
source=Damballa - Trademark Assignment#page1.tif			
source=Damballa - Trademark Assignment#page2.tif			
source=Damballa - Trademark Assignment#page3.tif			
source=Damballa - Trademark Assignment#page4.tif			

OP \$40.00 3822220



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 7, 2019 by Damballa, Inc., a Delaware corporation ("Assignor"), in favor of Help/Systems, LLC, a Delaware limited liability company ("Assignee").

Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Exhibit A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor 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, 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. Assignor 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 Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or

successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

3. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

4. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

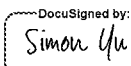
5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor:**

**DAMBALLA, INC.**

By:  \_\_\_\_\_  
Name: Simon Yu  
Its: Secretary

AGREED TO AND ACCEPTED:

**Assignee:**

**HELP/SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Wesley C. Fredenburg  
Its: Secretary

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

**Assignor:**

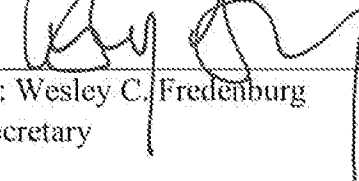
**DAMBALLA, INC.**

By: \_\_\_\_\_  
Name: Simon Yu  
Its: Secretary

**AGREED TO AND ACCEPTED:**

**Assignee:**

**HELP/SYSTEMS, LLC**

By:  \_\_\_\_\_  
Name: Wesley C. Fredenburg  
Its: Secretary

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Ser./Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Country</b>	<b>Owner</b>	<b>Status</b>
DAMBALLA	App 77014412 Reg 3822220	App 05-OCT-2006 Reg 20-JUL-2010	U.S.	DAMBALLA, INC.	Registered