

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSS, Inc.		02/20/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CSS, LLC		
Street Address:	20 E. Clementon Road, Suite 201-S		
City:	Gibbsboro		
State/Country:	NEW JERSEY		
Postal Code:	08026		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5330348	CSS TENANT360	
Registration Number:	5059955	CSS CHECK 360	
Registration Number:	5059954	CSS CHECK	
CORRESPONDENCE DATA			
Fax Number:	2156894688		
<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:	215-981-4194		
Email:	kennedyp@pepperlaw.com, catalant@pepperlaw.com, tierm@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	146521.1-CSS		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	02/21/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Trademark Assignment*”) is made and entered into as of February 20, 2019 (the “*Effective Date*”) by and between CSS, Inc., a New Jersey corporation (“*Assignor*”), and CSS, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor is the sole member of Assignee and previously agreed to contribute certain of its assets, including all of its trademarks and patents, to Assignee and allow Assignee to exclusively use such assets in Assignee’s business operations; and

WHEREAS, the contribution was made by Assignor, but the transfer of Assignor’s trademarks was never filed of record with the United States Patent and Trademark Office; and

WHEREAS, Assignor now wishes to evidence the transfer to Assignee all of Assignor’s right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

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

1. Assignment. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor’s right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the “*Trademarks*”).

2. Authorization. Assignor also hereby expressly authorizes the Commissioner of Patents and Trademark in the U.S. Patent and Trademark Office to record Assignee as the assignee of the assigned Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. Cooperation. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office.

4. Appointment. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to

execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.

6. General Provisions. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNOR:

CSS, INC.

By: 

Name: Michael A. Chalenski

Title: President

ASSIGNEE:

CSS, LLC

By: 

Name: Michael A. Chalenski

Title: President

(signature page to Trademark Assignment Agreement)

SCHEDULE A

Mark	Registration/ Serial No.	Registration/ File Date
CSS Tenant360	5,330,348	November 7, 2017
CSS Check 360	5,059,955	October 11, 2016
CSS Check	5,059,954	October 11, 2016