

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511338

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900480035		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collective Innovation, Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CivicPlus, Inc.		
Street Address:	302 SOUTH 4TH STREET, SUITE 500		
City:	MANHATTAN		
State/Country:	KANSAS		
Postal Code:	66502		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5136274	DEEP TALENT	
CORRESPONDENCE DATA			
Fax Number:	7855878951		
<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:	785-323-1555		
Email:	JDASENBROCK@CIVICPLUS.COM		
Correspondent Name:	In House Counsel, CivicPlus, Inc.		
Address Line 1:	302 SOUTH 4TH STREET, SUITE 500		
Address Line 4:	MANHATTAN, KANSAS 66502		
NAME OF SUBMITTER:	Jennifer Dasenbrock		
SIGNATURE:	/Jennifer Dasenbrock/		
DATE SIGNED:	02/25/2019		
Total Attachments: 24			
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ASSET PURCHASE AGREEMENT

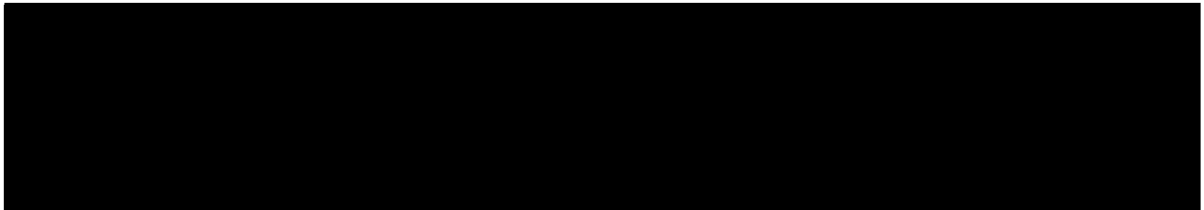
This Asset Purchase Agreement ("**Agreement**") is entered into as of the 28th day of December 2018 (the "**Effective Date**"), by and between **Collective Innovation, Inc.**, a Delaware corporation, domiciled in South Dakota ("**Seller**"), with its executive office located at 101 S. Reid St, STE 307, Sioux Falls, SD 57103; **Scott Olson**, an individual (the "**Principal**") and a principal of Seller with an address of 5019 SW 43rd Ave., B, Portland, OR; and **CivicPlus, Inc.**, a Kansas corporation ("**Buyer**"), with its executive office located at 302 S. 4th Street, Suite 500, Manhattan, KS 66502.

Recitals

Seller is a software company that owns, develops, and sells software solutions for career talent and employee performance management under the mark *Deep Talent* (the "**Acquired Business**") together with other business lines that are not part of this transaction. "*Deep Talent*" is the name of the software that Seller has developed within the Acquired Business and is the software of interest to Buyer and the purpose of this Agreement (the "**Software**"). Buyer desires to acquire all of the assets of the Acquired Business relating to *Deep Talent*, and Seller desires to sell those assets (as specifically defined herein) to Buyer, all on the terms and conditions of this Agreement. The parties therefore agree as follows:

1. **Recitals and Exhibits.** The above recitals are incorporated by reference into this Agreement. All exhibits and schedules to this Agreement are incorporated by reference into this Agreement.

2.



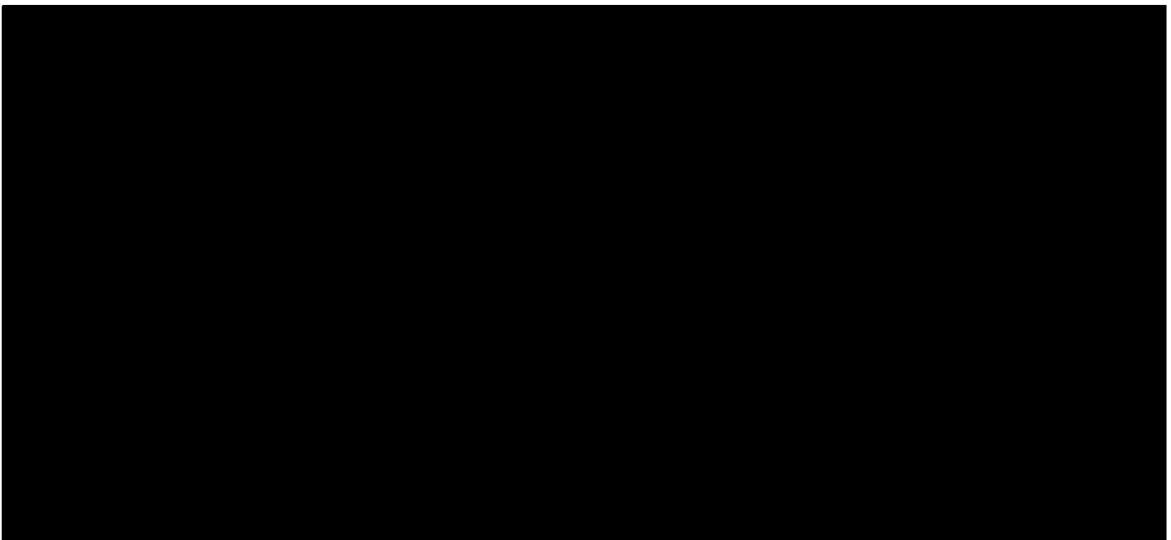
terms.

3. **Sale of Assets.** On the Closing Date (as set forth below), Seller will sell, assign, and deliver to Buyer, and Buyer will purchase and accept, all Seller's assets in and connected with the Software except for the Excluded Assets (the assets to be sold referred to as the "**Transferred Assets**").

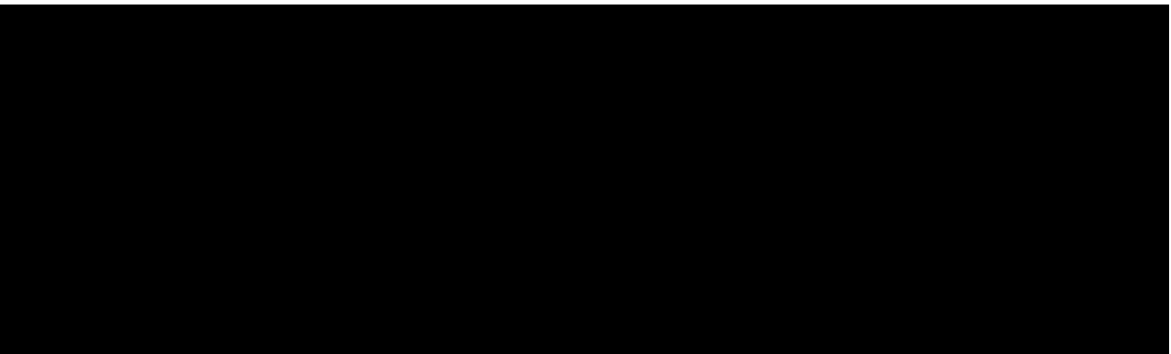
The Transferred Assets include but are not limited to those assets listed or described in the attached Exhibit "A" incorporated herein by reference.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, Internet domain names, URLs and rights

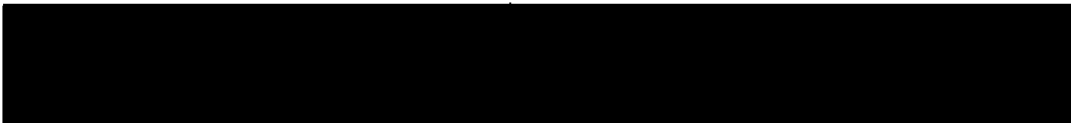
in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all software, data, and databases, (g) all advertising and promotional materials, , (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).



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12. **Seller's**

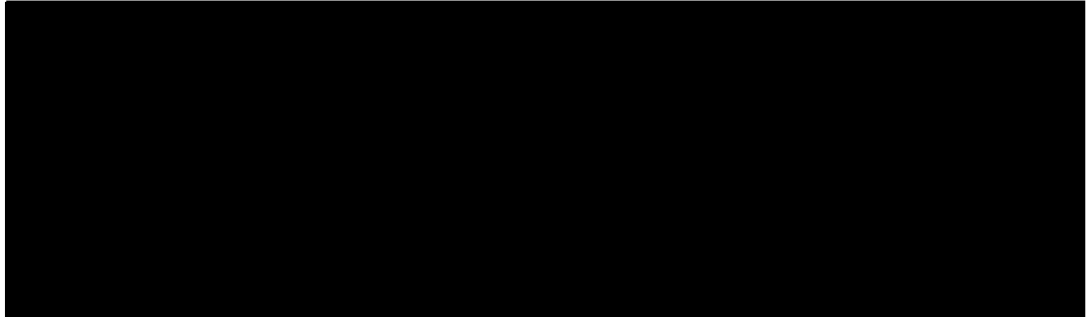
a.

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c. Seller has good and marketable title to the Software, the Transferred Assets, and the Software and Transferred Assets will be free and clear of all mortgages, liens,

and encumbrances at closing other than those of record, which Buyer takes subject to.

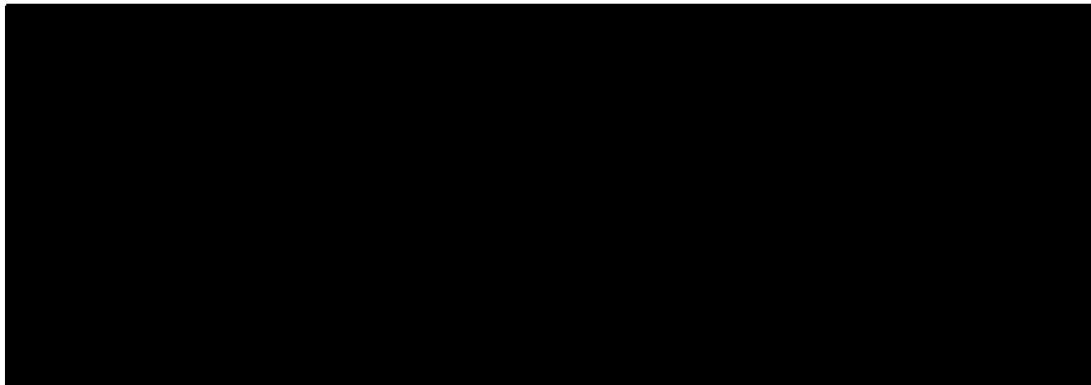
d.



e. Seller owns all Intellectual Property rights in and associated with the Software.

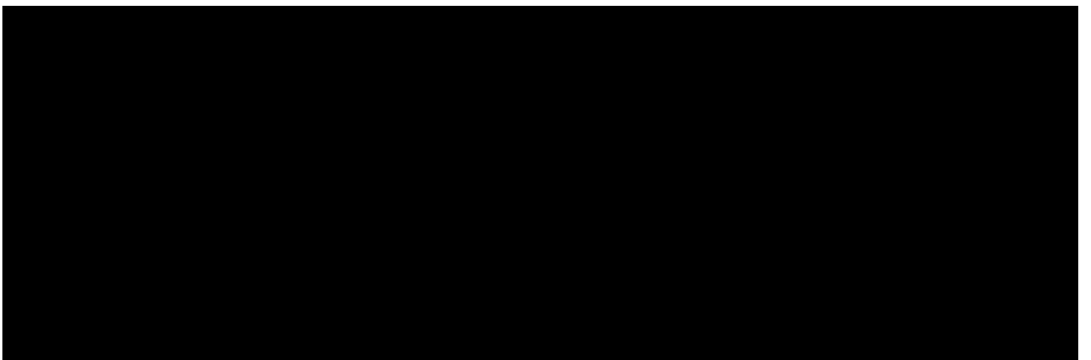
f. Seller owns, possess, or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Intellectual Property necessary or desirable for the operation of Seller's Acquired Business as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by Seller immediately before the Closing will be owned or available for use by Buyer on similar terms and conditions in a commercially reasonable time after the closing. Seller has taken all necessary, desirable, and reasonable action to perfect, maintain, and protect each item of Intellectual Property that it owns or uses.

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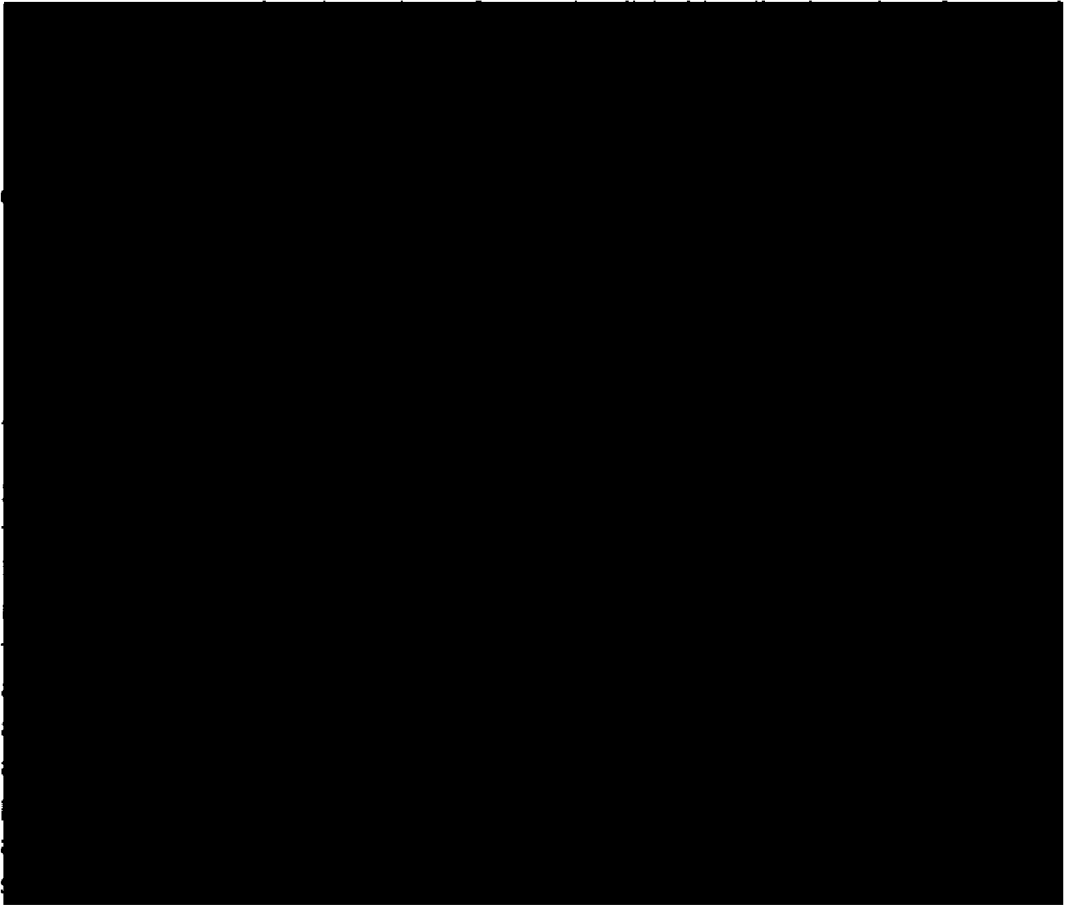
13. **Buyer's**

a.

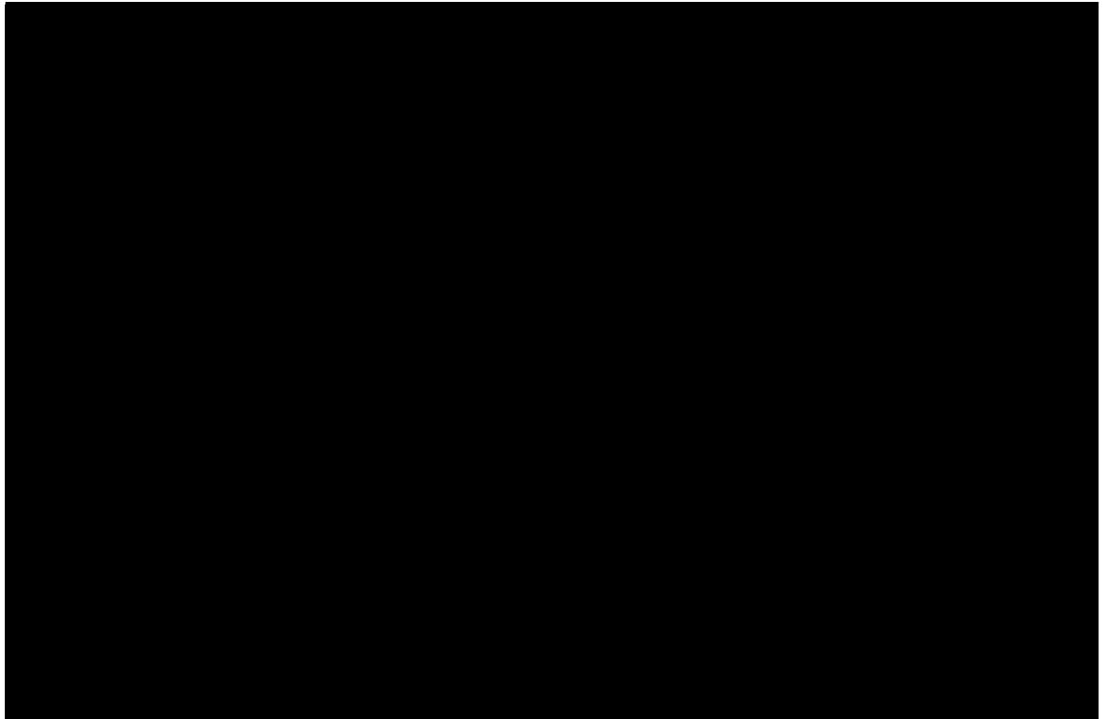
b.

14. **Post-Closure**

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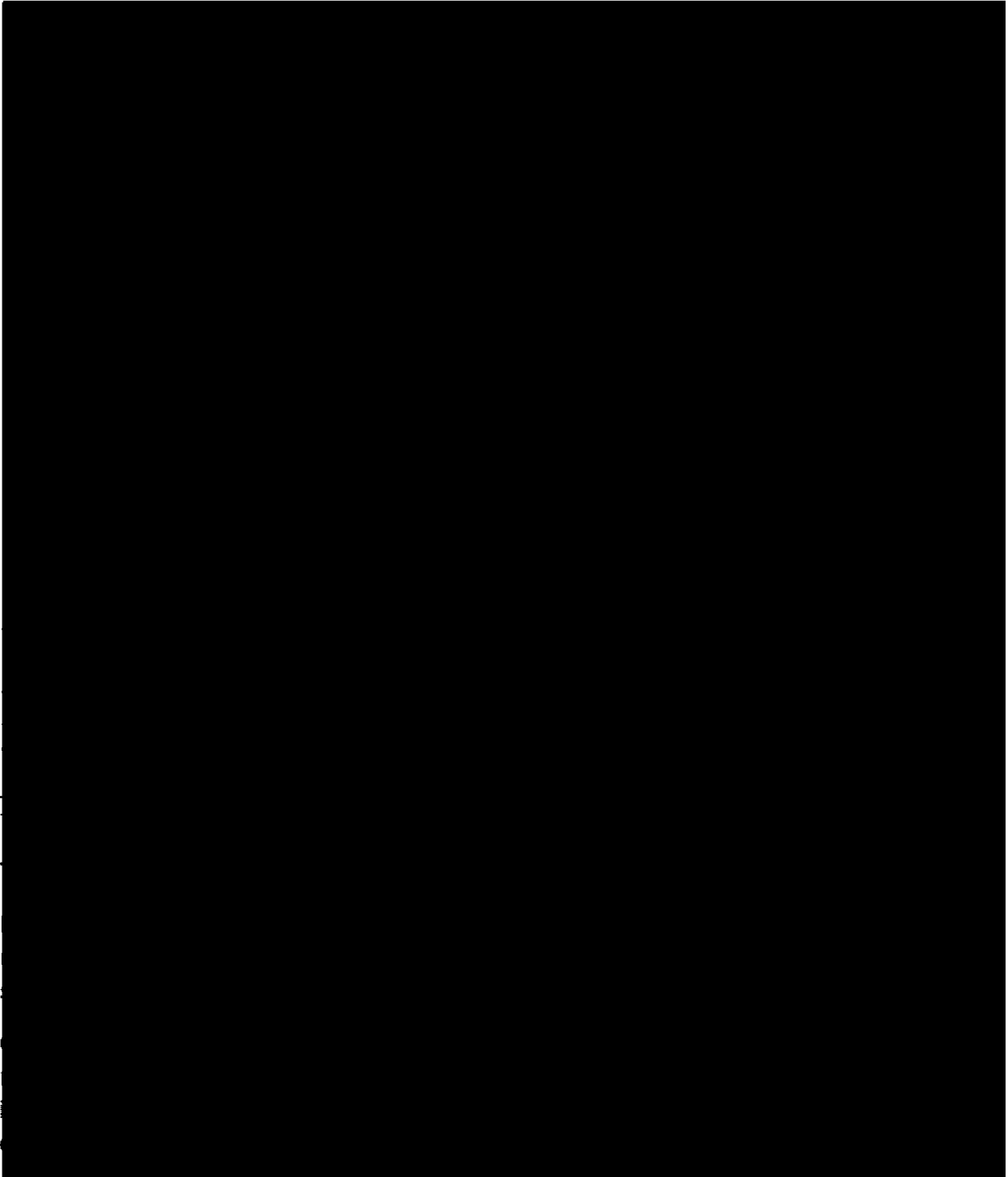
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[Signatures on following page.]



So AGREED as of the date first appearing above.

CivicPlus, Inc.

By: B. Rempe
Name: Brian Rempe
Title: CEO

Collective Innovation, Inc.

By: DocuSigned by: Scott Olson
Name: Scott Olson
Title: CEO/Chariman

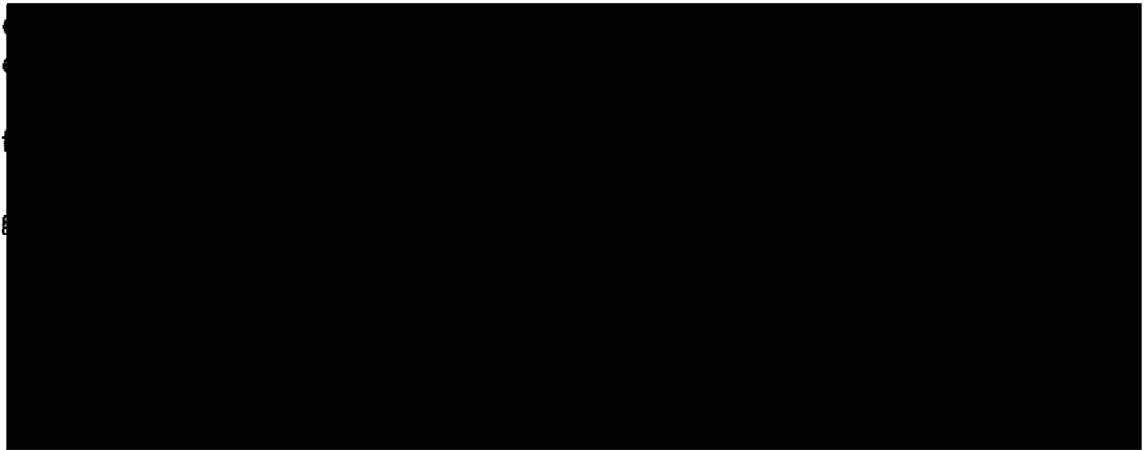
DocuSigned by: Scott Olson
Scott Olson as "Principal"

Exhibit "A"
Transferred Assets

The Transferred Assets include but are not limited to:



- c. All IP rights in and to the federally registered trademark "Deep Talent", serial number 87058993;



[End of Exhibit.]

Exhibit "B"

Assumed Liabilities

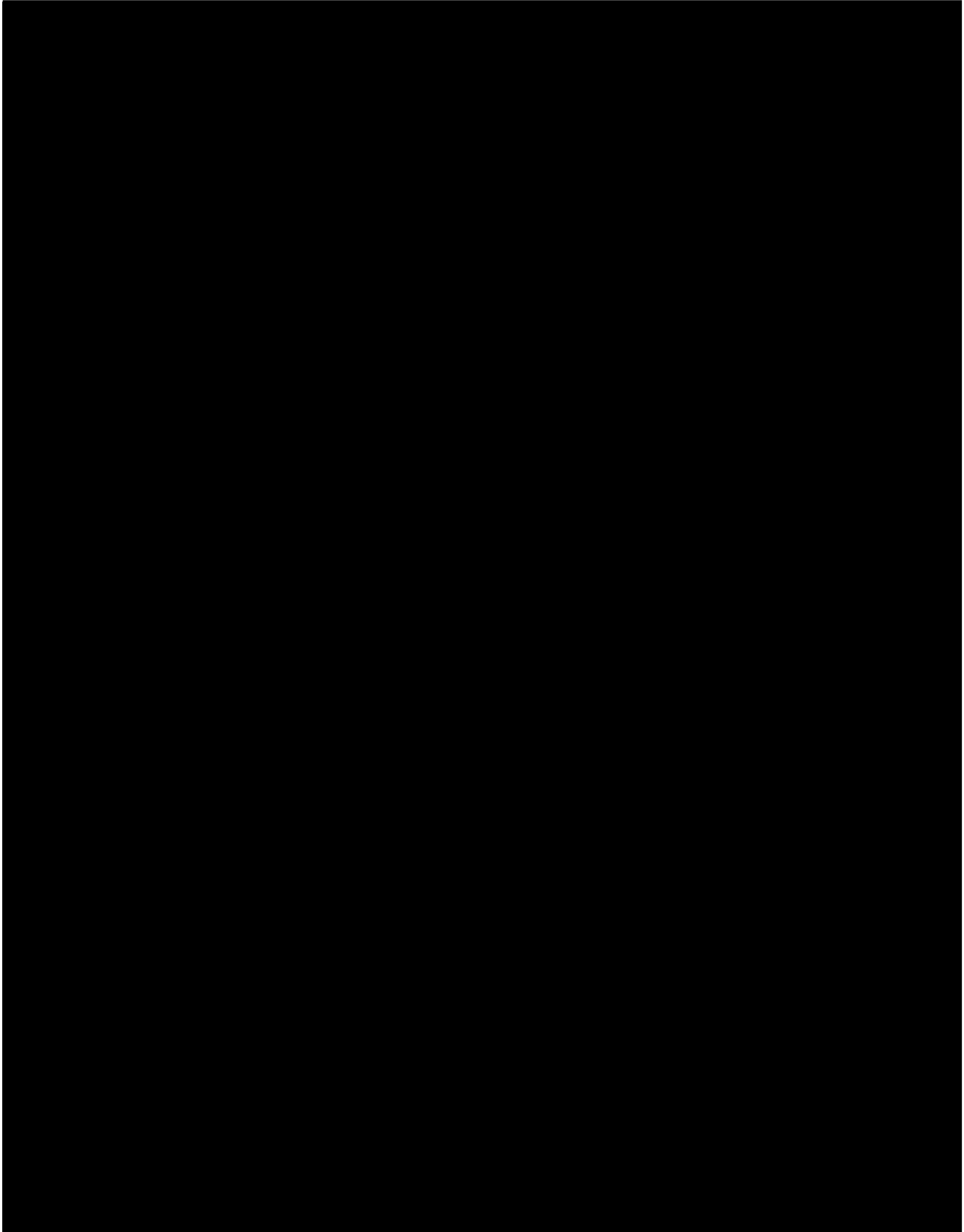


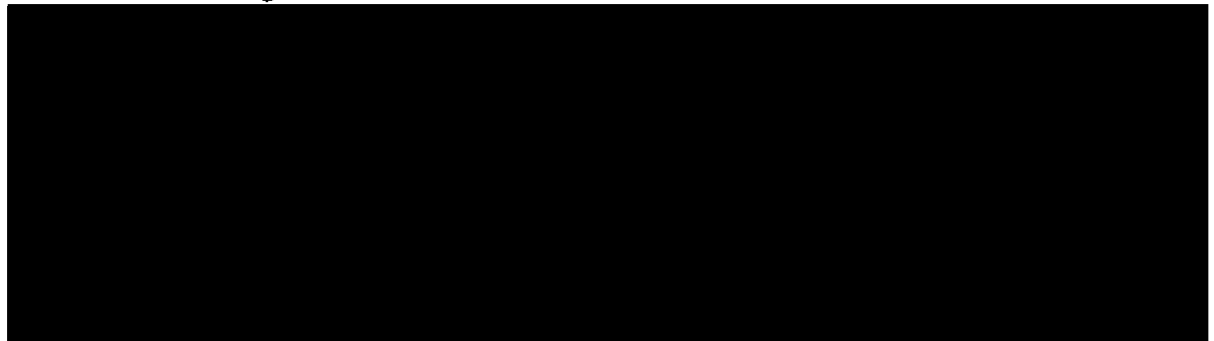
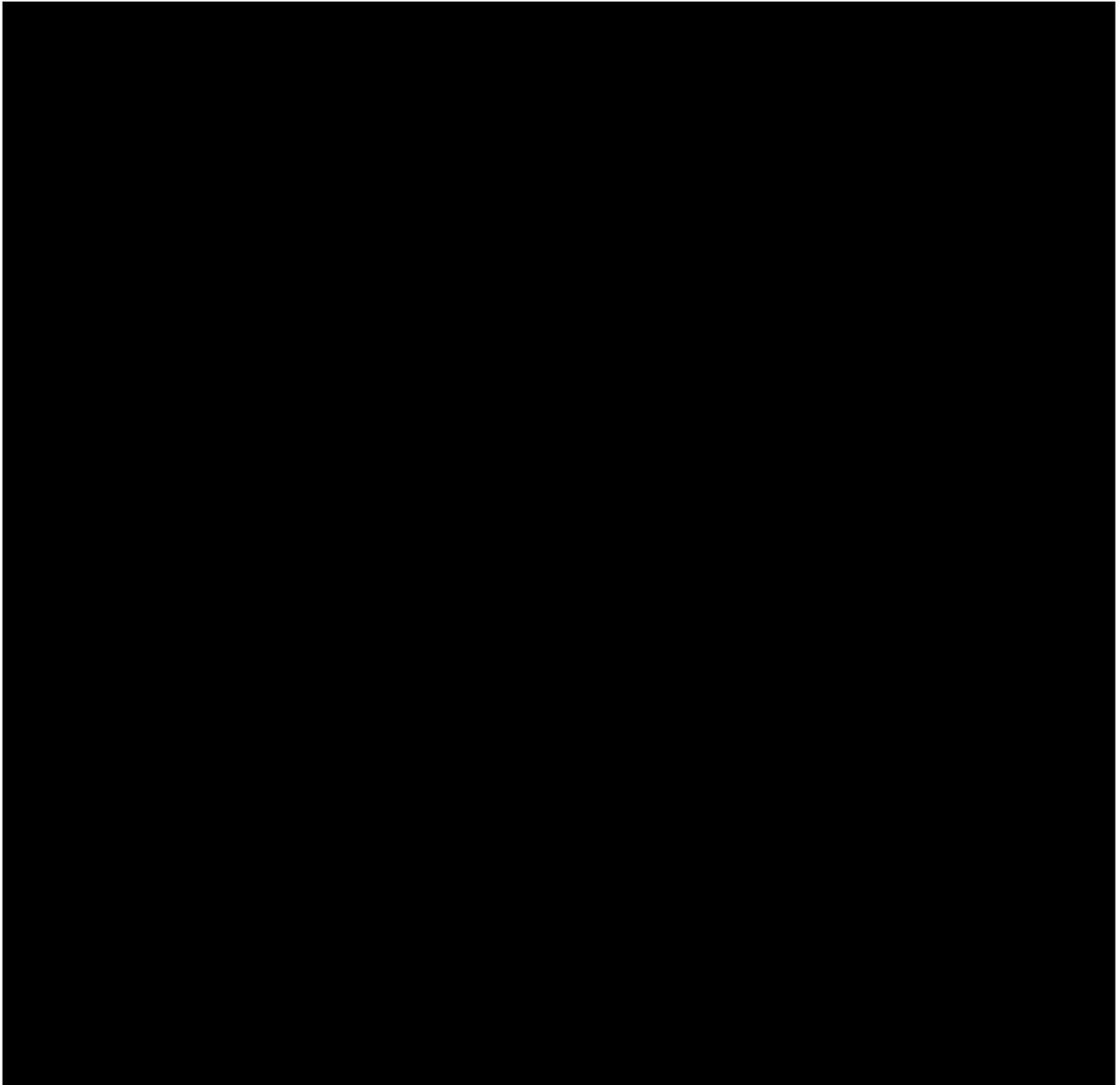


Exhibit "C"
Transitional Services

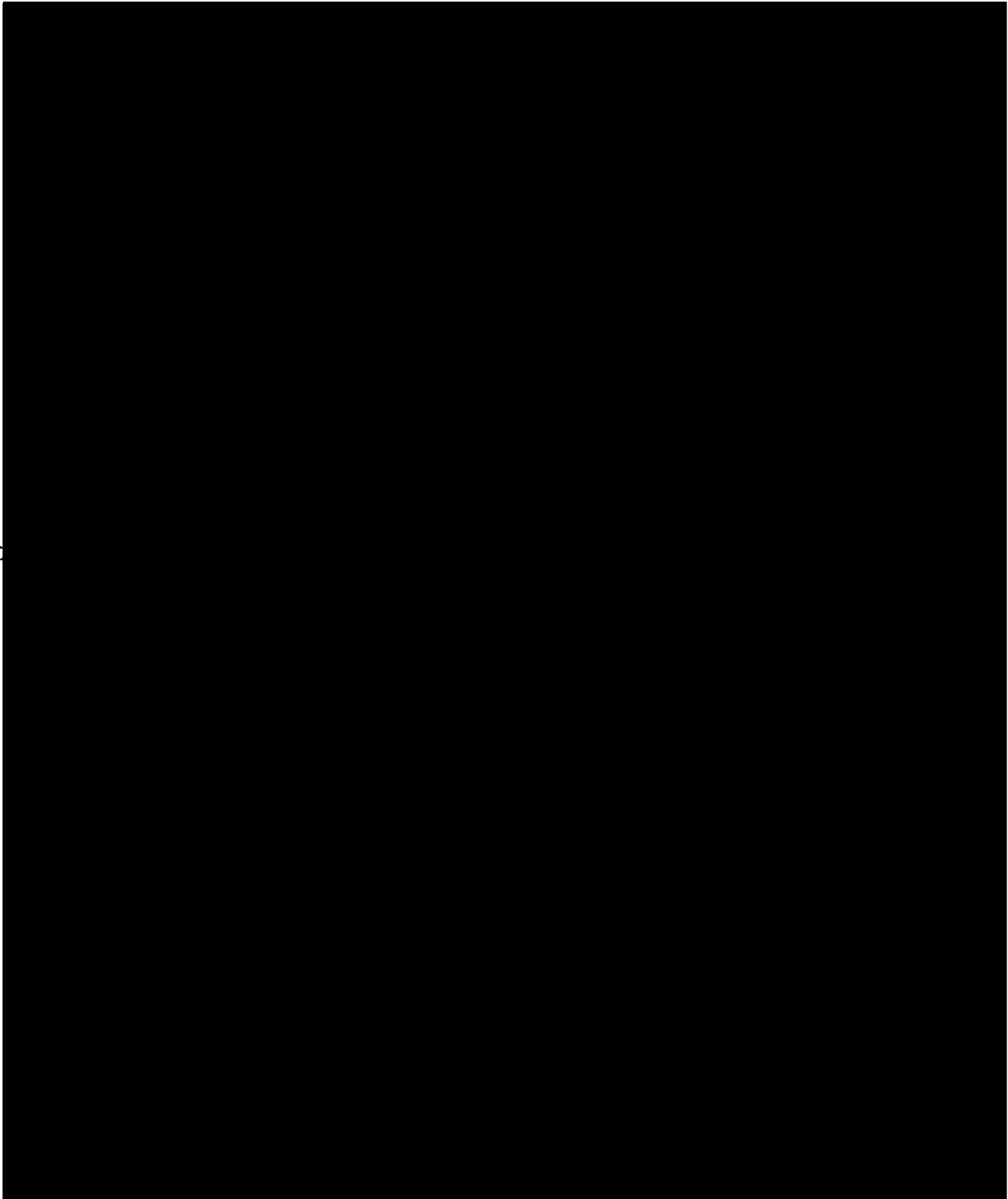
[To Follow.]

Transitional Services





- Business Function - On-site deliverables



□

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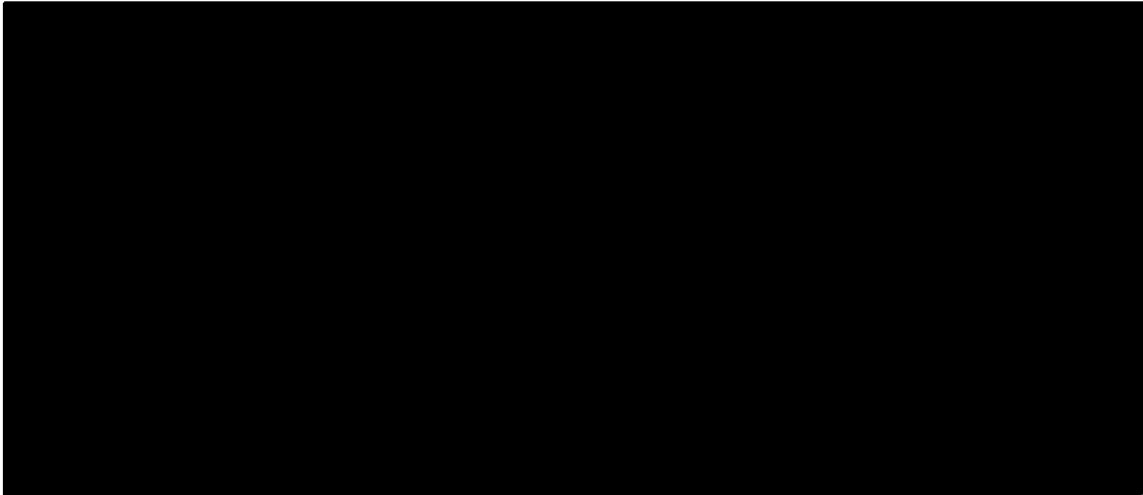




Exhibit "D"

Bill of Sale

[To Follow.]



BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale”) is dated as of December 31, 2018 by and among CivicPlus, Inc., a Kansas corporation having a principal place of business at 302 S. 4th Street, Suite 500, Manhattan, Kansas (“Buyer”) on the one hand, and Collective Innovation, Inc., a Delaware corporation having a principal place of business at 101 S. Reid St, STE 307, Sioux Falls, SD 57103 (“Seller”). This Bill of Sale is made pursuant to that certain Asset Purchase Agreement, dated as of December 28, 2018, by and among Buyer and Seller (the “Asset Purchase Agreement”).

RECITALS

- A. In connection with the transaction contemplated under the Asset Purchase Agreement, Seller desires to assign all right, title and interest in and to the Transferred Assets to Buyer; and
- B. Seller desires to assign, and Buyer desires to assume, the Assumed Liabilities.

AGREEMENT

Buyer and Sellers agree as follows:

1. Defined Terms. All capitalized terms used in this Bill of Sale and not specifically defined herein shall have the respective meanings as set forth in the Asset Purchase Agreement.
2. Sale of Assets. Effective as of the Closing Date, on the terms and conditions set forth in the Asset Purchase Agreement, the Seller does hereby sell, convey, deliver, transfer and assign to Buyer, all of Seller’s right, title and interest in and to the Transferred Assets.
3. Assumption of Assumed Liabilities. Buyer hereby assumes the Assumed Liabilities.
4. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of, and be enforceable by, Buyer and Seller and their respective successors and assigns.
5. Subject to Purchase Agreement; No Merger. Notwithstanding any other provision herein, this Bill of Sale is executed and delivered pursuant to the Asset Purchase Agreement and is subject to every representation, warranty, covenant and agreement in the Asset Purchase Agreement. The Asset Purchase Agreement shall survive the execution and delivery of this Bill of Sale and shall not be merged herein or integrated herewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement or any of the rights or obligations of Buyer or Seller created by or arising under the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts with or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or email transmission of signature pages shall be considered originals.

[Signature Page(s) to Follow]



IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date set forth above.

COLLECTIVE INNOVATION, INC.

DocuSigned by:
Scott Olson
By: _____
Name: scott Olson
Title: CEO/chariman

CIVICPLUS, INC.

By: *B. Rump*
Name: Brian Rump
Title: CEO

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made this 31st day of December, 2018 (the "Effective Date") by and between **Collective Innovation, Inc.**, a corporation organized and existing under the laws of Delaware, located at 5019 SW 43rd Ave. B, Beaverton, OR, 97005 (the "Assignor") of the one part; AND **CivicPlus, Inc.**, a corporation organized and existing under the laws of Kansas, located at 302 S. 4th Street, STE 500, Manhattan, KS, 66502 (the "Assignee") of the other part. The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the federally registered trademark (the "Trademark") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Filing Basis</u>	<u>Class</u>	<u>Registration No.</u>	<u>Serial No.</u>
Deep Talent	1A	042	5136274	87058993

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark Registration in accordance with the terms and conditions of this Assignment.

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration, which is set forth in that certain Asset Purchase Agreement signed by the Parties on December 28, 2018 ("APA"), paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of property rights of any third party in the Territory.

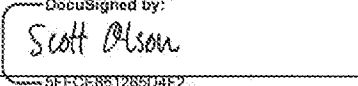
The Trademark is assigned in its present legal status, as registered with the United States Patent and Trademark Office, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. This Assignment shall come into full force and effect on the Effective Date. The Parties hereto agree that this Assignment shall be submitted to the United States Patent and Trademark Office for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Assignment.
5. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the state of Kansas.
6. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing and signed by both Parties to be legally effective.
7. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.


IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representative.

For and on behalf of the Assignor
Collective Innovation, Inc.

Signature: _____

By: scott olson
Title: CEO

For and on behalf of the Assignee
CivicPlus, Inc.

Signature: _____

By: Brian Rempe
Title: President/CEO