

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512065

<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>
MH Sub I, LLC		02/28/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARI Network Service, Inc.		
<b>Street Address:</b>	10850 West Park Place, Suite 1200		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53224		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4033958	NET DRIVEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<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>	414-273-3500		
<b>Email:</b>	sdelsman@gklaw.com		
<b>Correspondent Name:</b>	Shane Delsman		
<b>Address Line 1:</b>	833 East Michigan Street, Suite 1800		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5615		
<b>NAME OF SUBMITTER:</b>	Shane Delsman		
<b>SIGNATURE:</b>	/Shane Delsman/		
<b>DATE SIGNED:</b>	02/28/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and shall be effective as of February 28, 2019 (the "Effective Date"), by and among, MH Sub I, LLC, a Delaware limited liability company with their principal offices located at 909 N. Pacific Coast Highway, 11<sup>th</sup> Floor, Segundo, California 90245 ("Assignor"), and ARI Network Service, Inc., a Wisconsin corporation, with its principal offices located at 10850 West Park Place, Suite 1200, Milwaukee, Wisconsin 53224 ("Assignee").

### RECITALS

WHEREAS, Assignor, owns all right, title, and interest in and to the trademark identified in **Exhibit A** attached hereto, any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademarks and trade dress (collectively, the "Assigned Trademark"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, made and effective of February 28, 2019 (the "Purchase Agreement"), by and between Assignee and Assignor, Assignee shall acquire all of Assignor's rights throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the Assigned Trademark, together with the goodwill of the business in connection with which the Assigned Trademark is used and which is symbolized by the Assigned Trademark.

### AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the Assigned Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Assigned Trademark.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademark by Assignor to Assignee.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, including signatures provided by the online electronic signature program EchoSign, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the

State of Delaware, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the Effective Date.

“ASSIGNOR”:

MH Sub I, LLC

By: 

Name: B. Lynn Walsh

Title: EVP, Corporate Development  
and General Counsel

“ASSIGNEE”:

ARI Network Service, Inc.

By: \_\_\_\_\_

William A. Nurthen  
Vice President, Chief Financial  
Officer and Secretary

*(Signature Page to Trademark Assignment)*

**TRADEMARK**  
**REEL: 006577 FRAME: 0036**

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the Effective Date.

**"ASSIGNOR":**

MH Sub I, LLC

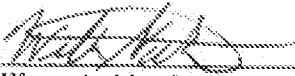
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"ASSIGNEE":**

ARI Network Service, Inc.

By:  \_\_\_\_\_

William A. Nurthen  
Vice President, Chief Financial  
Officer and Secretary

*(Signature Page to Trademark Assignment)*

**EXHIBIT A**  
Assigned Trademark

Trademark	Country	[Serial Number] Registration Number	[Application Date] Registration Date	Listed Owner
NET DRIVEN	United States of America	[85/172,340] 4,033,958	[November 9, 2010] October 4, 2011	MH Sub I, LLC