

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516108

<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>
LESSMEETING LLC		03/21/2019	LLC
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bee Factory LLC		
<b>Street Address:</b>	50 Winchester Drive		
<b>City:</b>	Atherton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94027		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77963496	LESSMEETING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4344096499		
<b>Email:</b>	jeff@lessmeeting.com		
<b>Correspondent Name:</b>	Jeffrey Steinke		
<b>Address Line 1:</b>	1896 WYCLIFF RD NW		
<b>Address Line 2:</b>	UNIT #1		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Jeffrey Steinke		
<b>SIGNATURE:</b>	/Jeffrey Steinke/		
<b>DATE SIGNED:</b>	03/26/2019		
<b>Total Attachments: 21</b>			
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# Asset Sale and Purchase Agreement

This Asset Sale and Purchase agreement (this "Agreement") is made and entered into this 21st day of March, 2019 by Bee Factory LLC, having an address at 63 Bovet Road # 111, San Mateo, CA 94402 (the "Purchaser"), and \_\_LessMeeting LLC\_\_\_\_\_ having an address at \_\_621 North Avenue NE, Ste A-150, Atlanta, GA 30308\_\_\_\_\_ (the "Seller") (collectively, the "Parties").

## RECITALS

WHEREAS, the Seller is the owner and operator of a Meeting Management Software as a Service business (the "Business");

WHEREAS, the Purchaser desires to purchase and Seller desires to sell certain assets relating to the Business, as described below ("Purchased Assets"); and

WHEREAS, the Seller desires to transfer the Purchased Assets to Purchaser on the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

## 1. SALE OF PURCHASED ASSETS

Pursuant to the provisions of this Agreement, the Seller hereby sells, assigns, transfers, conveys, and delivers to the Purchaser, and the Purchaser hereby purchases and accepts, all of Seller's rights, title and interest, if any, in and to the following Purchased Assets:

- a) the domain name LessMeeting.com (the "Website"), and any other associated domain names, Internet Protocol address of the website, web development, software development, design work, engineering work, images and pictures displayed on the website, computer software, artwork, programs and documentation used in the operation of the Website as described in Exhibit A,
- b) all tangible property mentioned, including but not limited to equipment, business machines, computer hardware and software, tooling and other fixed assets or personal property mentioned in Exhibit A
- c) all intangible property, including but not limited to all rights, titles and interests of the Seller, if any, under any leases of property or equipments as described in Exhibit A,
- d) all intellectual property rights, including but not limited to, trademarks, trade names, service marks, service names copyrights, trade secrets, telephone numbers, telephone listings, email listings, data bases and the like as described in Exhibit A,
- e) all rights, title, and interests of Seller in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, and confidential information as described in Exhibit A,
- f) all permits, licenses, certificates and approvals, and insurances obtained in connection with the operation of the Business as described in Exhibit A
- g) all contracts and agreements relating to the Business as described in Exhibit A,;
- h) inventories, accounts receivable related to the Less Meeting software, and all other assets used in the operation of the Business as described in Exhibit A, and
- (i) all of the goodwill of the Seller relating to the Business.

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## 2. EXCLUDED ASSETS

The Parties expressly agree that the following assets are excluded from the Purchased Assets and shall be retained by the Seller:

- a) Cash and existing Bank Account;
- b) All funds from sales occurring prior to closing;
- c) Personal lessmeeting.com email addresses for 180 days following closing including:
  - a. [blake@lessmeeting.com](mailto:blake@lessmeeting.com)
  - b. [brett@lessmeeting.com](mailto:brett@lessmeeting.com)
  - c. [jeff@lessmeeting.com](mailto:jeff@lessmeeting.com)
  - d. [rick@lessmeeting.com](mailto:rick@lessmeeting.com)

## 3. CLOSING

- a) The closing of the purchase and sale of the Purchased Assets shall take place on March 31st 2019 (the "Closing"). Upon Closing, the Seller shall fully and completely transfer to Purchaser all rights, interest and good and marketable title to said Purchased Assets, free and clear of any and all liens, charges and encumbrances. The Seller shall not be liable or responsible for any kind of liabilities or obligations arising out of, or related to the Purchased Assets from and after the Closing.
- b) At the Closing, the Seller shall deliver the Purchased Assets to the Purchaser and shall deliver the following documents to the Purchaser:
  - (i) A Bill of Sale in substantially the form of Exhibit B;
  - (ii) An assignment in which the Seller agrees to assign and the Purchaser agrees assume and agree to pay all Assumed Liabilities, as defined in Section 5(a) ("**Assignment**");
  - (iii) All system and user documentation pertaining to the Website, including design or development specifications and related correspondence and memoranda;
  - (iv) List of Accounts;
  - (v) such other documents as may be reasonably requested by Purchaser in connection with the consummation of the transactions contemplated by this Agreement.
  - (vi) confirmation that the transferred accounts and services are functioning properly

## 4. PURCHASE PRICE AND PAYMENTS

In consideration of the sale and transfer of the Purchased Assets, the Purchaser hereby agrees to pay a base sum of One Hundred and Ten Thousand Dollars (\$110,000) via an Escrow account set up with [escrow.com](http://escrow.com) for the purpose of carrying out this Agreement, prior to Closing.

Seller may earn up to Six additional payments (Second Payment, Third Payment, Fourth Payment, Fifth Payment, Sixth Payment and Seventh Payment) after Closing, as described below :

- a) Second payment of Ten Thousand US Dollars (\$10,000 USD) twelve (12) months after close of escrow if Gross Revenues for the Less Meeting software product are over Ninety Seven Thousand and Six Hundred and Fifty Dollars (\$97,650 USD) in the trailing twelve (12) months.
- b) Third payment of Ten Thousand US Dollars (\$10,000 USD) twelve (12) months after close of escrow if Gross Revenues for the Less Meeting software product are over One Hundred and Fifteen Thousand and Five Hundred Dollars (\$115,500 USD) in the trailing twelve (12) months.



- (vi) to the Seller's knowledge, all accounts and other receivables are legal, valid and binding obligations, collectible in full at face value when due, and
- (vii) to the Seller's knowledge, all rights of the Seller do not infringe on any rights of others.
- d) There are no lawsuits, threats of litigation, claims, arbitration, investigation or other proceedings pending or threatened against the Seller or the Business affecting the Purchased Assets, at law or in equity, before any court, arbitration tribunal, licensing authority or governmental agency.
- e) The Seller has properly completed and timely filed all tax returns and reports required to be filed by it (the "Tax Returns"). All Tax Returns are accurate, complete and correct as filed. The Seller has not been notified by any governmental authority that an audit or review of any tax matter is contemplated.
- f) The execution, delivery and performance of this Agreement does not and will not violate any law or any rule or regulation of any governmental body or administrative agency, or conflict with any judicial or administrative order or decrees relating the Seller or require any consent, notice to or filing with any governmental authority on behalf of the Seller.
- g) No representation, warranty or statement by the Seller in this Agreement, or any document furnished or to be furnished to the Purchaser pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading.

## 7. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to the Seller as follows:

- a) Purchaser has full power, authority, and ownership to enter into this Agreement and to carry out the transactions made hereunder. Purchaser has obtained all necessary approvals and permits required to enter into this Agreement and to purchase the Purchased Assets hereunder.
- b) There are no lawsuits, threats of litigation, claims, arbitration, investigation or other proceedings pending or threatened against the Purchaser at law or in equity, before any court, arbitration tribunal, licensing authority or governmental agency which prevents the Purchaser from consummating the transactions made herein.
- c) The Purchaser will make all payments and perform all such actions as required of it by this Agreement.
- d) The execution, delivery and performance of this Agreement does not and will not violate any law or any rule or regulation of any governmental body or administrative agency, or conflict with any judicial or administrative order or decrees relating the Purchaser or require any consent, notice to or filing with any governmental authority on behalf of the Purchaser.
- e) No representation, warranty or statement by the Purchaser in this Agreement, or any document furnished or to be furnished to the Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make the statements contained herein or therein not misleading.

## 8. SELLER'S COVENANTS

The Seller hereby covenants and agrees as follows:

- a) Between the date of this Agreement and the Closing, the Seller shall use its best efforts to maintain all existing suppliers, customers and others having business relations with the Seller.
- b) Between the date of this Agreement and the Closing, the Seller shall make no sale of assets other than in the ordinary course of the Seller's past practice.
- c) Upon request of Purchaser, the Seller shall take all necessary steps and actions and to execute all documents necessary to perfect and implement the Purchaser's ownership, possession and control of the Purchased Assets and the Business.
- d) Between the date of this Agreement and the Closing, the Seller shall maintain the tangible Purchased Assets in good operating order, repair and condition.



Purchaser with all such work, materials or information prepared by the Seller relating to the Purchased Assets and the Business without retaining any copies thereof.

### 13. CONDITION OF PURCHASED ASSETS

The Purchaser agrees that except as set forth in section 3 and 6 of this agreement, it has purchased the Purchased Assets in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition, without any additional warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever. The Purchaser acknowledges that it has previously been given the opportunity to and has conducted necessary investigations and inspections of the Purchased Assets and is satisfied with the present condition of the Purchased Assets.

### 14. DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SELLER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE PURCHASED ASSETS,

### 15. INDEMNITY

- a) The Seller, jointly and severally, agrees to defend and indemnify and hold the Purchaser and its officers, directors and affiliates harmless from and against, any and all claims, liability, obligations, damages, losses, expenses and costs (including, but not limited to, reasonable attorneys' fees) of any kind and nature resulting from or arising out of or in connection with the following:
- (i) any breach of any of warranties, representations, or obligations contained in this Agreement, and
  - (ii) the Seller's ownership and operation of the Business and the Purchased Assets prior to the Closing.

The Purchaser will provide reasonable cooperation to the Seller in such defense and reserves the right to control any such defense in the event that the Purchaser believes that the Seller is not effectively protecting the Purchaser's rights.

- b) The Purchaser, jointly and severally, agrees to defend and indemnify and hold the Seller and its officers, directors and affiliates harmless from and against, any and all claims, liability, obligations, damages, losses, expenses and costs (including, but not limited to, reasonable attorneys' fees) of any kind and nature resulting from or arising out of or in connection with the following:
- (i) any breach of any of warranties, representations, or obligations contained in this Agreement, and
  - (ii) the Purchaser's ownership and operation of the Business and the Purchased Assets on and after the Closing

The Seller will provide reasonable cooperation to the Purchaser in such defense and reserves the right to control any such defense in the event that the Seller believes that the Purchaser is not effectively protecting the Seller's rights.

### 16. TRANSITION ASSISTANCE

The Seller shall assist and help the Purchaser in handing over all technical contents, systems and data to the Purchaser. From the date of this Agreement and for a period of sixty (60) days thereafter, the Seller agrees to provide the Purchaser the following services:

- a) The Seller or the Seller's representative shall be available to answer and train the Purchaser or any of the Purchaser's representatives on any operational questions relating to the operating of the Business and also to provide feedback or support for any potential sellers or purchasers who may contact the Business.
- b) The Seller shall provide the Purchaser with necessary briefing about the procedures relating to operation of the Business along with step-by-step instructions.



- c) The Seller shall provide the Purchaser with necessary briefing about any ongoing maintenance, ongoing search engine optimization and other techniques used in relation with the Business. The Seller also agrees to provide necessary documentation to support this briefing.

## 17. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to give effect to the intent of the Parties and the remainder of this Agreement will continue in full force and effect.

## 18. NO AGENCY

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

## 19. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by the internal laws of the state of California without giving effect to provisions related to choice of laws or conflict of laws. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the courts in the state of California unless injunctive relief is sought by the Purchaser, and, according to the Purchaser's sole discretion, such relief may not be effective unless obtained in another venue.

## 20. NOTICES

All notices, demands, and requests which may be given or which are required to be given hereunder by either party to the other shall be in writing. Such notices shall be deemed delivered when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, five (5) days after having been deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Purchaser:

63 Bovet Road # 111  
San Mateo CA 94402

If to Seller:

621 North Avenue NE  
Ste A-150  
Atlanta, GA 30308

## 21. INJUNCTIVE RELIEF

The Seller hereby acknowledges and agrees that any breach or threatened breach of any of the noncompetition or nondisclosure provisions of this Agreement would cause irreparable loss to the Purchaser, which may not be adequately compensated by money damages. The Purchaser may obtain a restraining order or injunction prohibiting the Seller's breach or threatened breach of such provisions in addition to any other legal or equitable remedies that may be available.

## 22. OPPORTUNITY TO CONSULT WITH COUNSEL

The Parties hereby acknowledge and agree that they have read this Agreement, freely and voluntarily agree to all its terms and conditions, and have independently evaluated the desirability of entering into this Agreement. Each Party acknowledges that it has consulted, or has had ample opportunity to consult legal counsel regarding this Agreement and each and every provision of this Agreement.

**23. SUPERSEDE**

This Agreement supersedes all previous agreements between the Parties, contains the whole of this Agreement between the Parties and may not be modified except in writing.

**24. COUNTERPARTS**

This Agreement may be executed in counterparts, to include facsimile counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

**25. SURVIVAL OF REPRESENTATIONS**

All representations and warranties of the Parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the Closing.

**26. RISK OF LOSS**

The risk of loss, damage or condemnation of any of the Purchased Assets from any cause whatsoever shall be borne by the Seller at all times prior to the Closing.

**27. ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any of the Parties hereto without the prior written consent of all other Parties hereto, and any purported assignment without such consent shall be void.

Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations of the Parties under this Agreement shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties for a period of twenty six (26) months after closing. After that period of 26th months either party may assign this agreement and any its rights, interest or obligations under this Agreement may be assigned as it sees fit with no limitations.

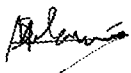
**28. HEADINGS**

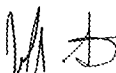
The section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown above.

Bee Factory LLC

LessMeeting LLC

Signature: 

Signature: 

Name: Mansour Salame

Name: Jeffrey Steinke

Title: Managing Member

Title: Managing Member

Date: 03/21/2019

Date: 03/21/2019

## EXHIBIT A ASSETS

The Assets shall be defined as:

- (i) Seller's URL address Lessmeeting.com and all subdomains see (v) below
- (ii) Seller's tangible and intangible property of the Business wherever located, including website content, applications, submissions,
- (iii) Seller's corporate name LessMeeting
- (iv) Seller's trademark \_\_\_\_\_ LESSMEETING \_\_\_\_\_, and the goodwill associated therewith, and
- (v) contracts and accounts of the Business. to be transferred to buyer as follows:

Service	Transfer	Prerequisite	Comment
Godaddy (domain registrar)	<u>LessMeeting.com</u>	Buyer must have Godaddy account	We can easily transfer to a new domain owner. We would unlock the domain, they would then put in a transfer request and then we would confirm that request
DNS service			Seller to provide all DNSAzure records to add to purchaser's own account (or to azure)
Azure Accounts			Passwords and account owner transfer
Beanstalk			We would add them to the account and then contact Beanstalk to appoint a new account owner.

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twitter+Linkedin account transfer			Passwords and account owner transfer
Stripe Account			How to transfer Stripe account and link to BeeFactory LLC Bank account <a href="https://support.stripe.com/questions/company-ownership-change">https://support.stripe.com/questions/company-ownership-change</a>
Transfer code to BitBucket and Make sure BeeFactory Engineers are able to use locally			And have BeeFactory engineers compile and deploy. SSL certificates. and Certificate of Security for the Outlook plugin (discuss)
Apple Appstore account transfer			transfer account password and login and BeeFactory to enter CC info
WPENGINE			Simple credential transfer will work
Google Apps Account ( <b>Email, Google Drive, and AdWords</b>	<p>Transfer full account • Update Company Name and verification/recovery email address</p> <ul style="list-style-type: none"> <li>• Update credit card</li> <li>• update phone number</li> </ul>		<p><a href="https://support.google.com/accounts/answer/182700?hl=en">https://support.google.com/accounts/answer/182700?hl=en</a></p> <p><a href="#">can we move them to our Google account or will we need two google accounts?</a></p>

Transfer <u>desk.com</u> account to BeeFactory			for close only transfer of Account, after close support on integration with Knowledge base and website and archiving of support tickets or migration to GrooveHQ.
<b>Desk.com knowledge base</b>			see above
PostMark			transfer account password and login and BeeFactory to enter CC info
MixPanel			transfer account password and login and BeeFactory to enter CC info
Clicky —>Google analytics			if Google analytics accounts exists then transfer GA account to BeeFactory.
US Patent and Trademark Office			steps to transfer Trademark <a href="https://www.uspto.gov/trademark/trademark-assignments-change-search-ownership">https://www.uspto.gov/trademark/trademark-assignments-change-search-ownership</a> and <a href="https://etas.uspto.gov/">https://etas.uspto.gov/</a>
Bill Executes Contractor Agreement	n/	n/	Tina to provide Contract to Bill.
LessMeeting Logos and artwork	n/	n/	see trello Board to see if sufficient

(vi) All Customers, prospects and past Customers with all known contact Contact's name, email and phone number

(vii) Accounts Receivables

(viii) Intellectual Property Assets as defined:

"Intellectual Property" means all algorithms, application programming interfaces (APIs), concepts, Confidential Information, data, designs, diagrams, documentation, drawings, flow charts, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks, methods, models, network configurations

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and architectures, procedures, processes, software code (in any form including source code and executable or object code), specifications, subroutines, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

"Intellectual Property Rights" means all past, present, and future rights of the following types, that may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

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# EXHIBIT B BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, LessMeeting LLC (the "Seller") hereby assigns, conveys and transfers over unto Bee Factory LLC. (the "Purchaser"), all of the Seller's right, title and interest, if any, in and to the Purchased Assets as set forth on the Exhibit A of the Asset Purchase & Sale Agreement entered into between the Seller and the Purchaser on \_\_\_\_\_.

The Seller warrants that it is the lawful owner in every respect of all of the described property and that the described property is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

The Seller binds Seller, its successors and assigns, to warrant and defend the title to all of the described property to Purchaser, its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LessMeeting LLC


Signature: \_\_\_\_\_


Name:


Title:


<b>TITLE</b>	Less Meeting APA
<b>FILE NAME</b>	BeeFactory LLC Le...ment 20190203.pdf
<b>DOCUMENT ID</b>	1aef2c77fe221f84da434989c5449b13b47214f
<b>STATUS</b>	✳ Completed


Document History

 <small>E-SIGN DISCLOSURE ACCEPTED</small>	<p><b>12/02/2018</b> 18:25:53 UTC-8</p>	<p>Electronic record and signature disclosure accepted by Mansour Salame (mansour@truemetrics.com) IP: 76.21.116.229 GUID: a9ea348520399c2ffab9d9bedabfc0785c97a93</p>
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 <small>E-SIGN DISCLOSURE ACCEPTED</small>	<p><b>01/22/2019</b> 16:35:02 UTC-8</p>	<p>Electronic record and signature disclosure accepted by (jeff@lessmeeting.com) IP: 99.172.125.55 GUID: 3c6142bb0a070a12c080ecac7ba9fb0325d413cc</p>
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 <small>SENT</small>	<p><b>03/21/2019</b> 16:20:36 UTC-8</p>	<p>Sent for signature to Mansour Salame (mansour@truemetrics.com) and Jeffrey Steinke (jeff@lessmeeting.com) from ryan+hello@digitalacquisitions.co IP: 173.241.169.97</p>
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 <small>VIEWED</small>	<p><b>03/21/2019</b> 17:30:16 UTC-8</p>	<p>Viewed by Mansour Salame (mansour@truemetrics.com) IP: 73.231.188.228</p>
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 <small>SIGNED</small>	<p><b>03/21/2019</b> 17:32:20 UTC-8</p>	<p>Signed by Mansour Salame (mansour@truemetrics.com) IP: 73.231.188.228</p>
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<b>TITLE</b>	Less Meeting APA
<b>FILE NAME</b>	BeeFactory LLC Le...ment 20190203.pdf
<b>DOCUMENT ID</b>	1aef2c77fe221f84da434989c5449b13b47214f
<b>STATUS</b>	* Completed

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Document History



**03/21/2019**  
18:00:11 UTC-8

Viewed by Jeffrey Steinke (jeff@lessmeeting.com)  
IP: 99.172.125.55



**03/21/2019**  
18:03:28 UTC-8

Signed by Jeffrey Steinke (jeff@lessmeeting.com)  
IP: 99.172.125.55



**03/21/2019**  
18:03:28 UTC-8

The document has been completed.



DLA Piper LLP (US)  
500 8th Street, NW  
Washington, DC 20004  
www.dlapiper.com

Thomas E. Zutic  
thomas.zutic@dlapiper.com  
T 202.799.4141  
F 202.799.5000

October 22, 2018

OUR FILE NO. 374101-000001

**VIA E-MAIL: BLAKE@LESSMEETING.COM**

Blake Byrnes  
BlueFletch  
621 North Avenue NE  
Suite A-150  
Atlanta, Georgia 30308

**Re: LessMeeting, LLC  
Notice of Acceptance and Acknowledgement under §§ 8 & 15 Declaration  
U.S. Trademark Registration No.: 4,100,607  
Mark: LESSMEETING in Class 42**

Dear Blake:

We are pleased to enclose a copy of the Notice of Acceptance of the Declaration Under Sections 8 & 15, issued by the U.S. Patent and Trademark Office ("PTO") for the above-referenced registration for the **LESSMEETING** in Class 42.

The referenced registration should now remain in force for the remainder of its 10-year term, provided that the mark remains in continual use. A renewal application for an additional 10-year term must be filed on or before **February 21, 2022**. In addition, a Declaration of Continued Use (under Section 8) must also be filed with the renewal application to attest. If a combined renewal application/declaration is not timely filed, the registration will be cancelled by the PTO. However, we have docketed this deadline and will contact you closer to the date in preparation for the renewal.

As always, please do not hesitate to contact us if you have any questions regarding this matter, or if we may otherwise be of assistance.

Very truly yours,

**DLA Piper LLP (US)**

Ann K. Ford  
Thomas E. Zutic

AKF/TEZ/NA/nh

Enclosure

cc: Jeff Steinke; jeff@lessmeeting.com

EAST\161560718.1

**TRADEMARK  
REEL: 006606 FRAME: 0528**

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**From:** TMOfficialNotices@USPTO.GOV  
**Sent:** Tuesday, August 28, 2018 11:01 PM  
**To:** dctrademarks@dlapiper.com  
**Subject:** Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4100607: LESSMEETING

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**U.S. Serial Number:** 77963496  
**U.S. Registration Number:** 4100607  
**U.S. Registration Date:** Feb 21, 2012  
**Mark:** LESSMEETING  
**Owner:** LESSMEETING, LLC

Aug 28, 2018

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

**Class(es):**  
042

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

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### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) and an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements In Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=77963496&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=77963496&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=77963496&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=77963496&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.

**TRADEMARK  
REEL: 006606 FRAME: 0529**



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March 12, 2012

Our Reference: 374101-1

**VIA EMAIL: [rick@jessmeeting.com](mailto:rick@jessmeeting.com)**

Richard Makerson  
Co-Founder  
LessMeeting, LLC  
686 Greenwood Ave NE  
Suite B  
Atlanta, GA, 30306

**Re: Certificate of Registration  
U.S. Trademark Application No. 77/963,496  
Mark: LESSMEETING in Class 42**

Dear Rick:

We are pleased to report that the U.S. Patent and Trademark Office ("PTO") has issued a Certificate of Registration for the above-captioned mark. A copy of the Certificate is enclosed for your records. The details of the registration are set out below:

**Registration No.: 4,100,607**  
**Registration Date: February 21, 2012**  
**Renewal Deadline: February 21, 2022**

This registration is valid for 10 years, subject to the mark's continuous use, and the filing of a Declaration of Use under Section 8 of the Trademark Act, due between the fifth and sixth anniversaries of the registration date (in this case: between **February 21, 2017** and **February 21, 2018**). This registration may also be rendered incontestable by filing a Declaration of Incontestability under Section 15 of the Trademark Act. Such a declaration may be filed with the PTO five years after the registration date, provided the mark was in continuous and substantially exclusive use in interstate commerce and/or foreign commerce with the United States for the preceding five years. Please note that the PTO will not remind you to file the appropriate Declaration(s), so please mark your calendar accordingly.

We recommend that LessMeeting, LLC submit a combined Declaration under Sections 8 and 15 on or soon after the fifth anniversary of the registration date. Early filing will allow time to address any objections cited by the PTO before the final deadline on the sixth anniversary.

It is now appropriate to use the referenced mark with a notice that it is registered in the Patent and Trademark Office. Pursuant to Section 29 of the Trademark Act, such notice may take the form of the "®" symbol, or the notations "Registered in the U.S. Patent and Trademark Office" or "Reg. U.S. Pat & TM Off." Please note that, in any suit for infringement under the Trademark Act, failure to mark goods or service marks as "registered" may prevent recovery of profits and damages under the Act unless it is established that a defendant had actual notice of the mark's registration.



As always, please do not hesitate to contact us if you have any questions about the foregoing, or if we may otherwise be of assistance.

Very truly yours,

DLA Piper LLP (US)

A handwritten signature in black ink, appearing to be 'AKF', followed by a horizontal line.

Ann K. Ford  
Ryan Compton

Enclosure

AKF/RCC/gce

United States of America  
United States Patent and Trademark Office

# LessMeeting

**Reg. No. 4,100,607**

**Registered Feb. 21, 2012**

**Int. Cl.: 42**

**SERVICE MARK**

**PRINCIPAL REGISTER**

LESSMEETING, LLC (GEORGIA LIMITED LIABILITY COMPANY)  
SUITE B  
686 GREENWOOD AVE, NE  
ATLANTA, GA 30306

FOR: CLOUD COMPUTING FEATURING SOFTWARE FOR USE DURING MEETINGS FOR COLLABORATIVE MEETING FACILITATION AND PROVIDING ANALYTICS ABOUT PREVIOUS AND FUTURE MEETINGS.; COMPUTER SERVICES, NAMELY, HOSTING ON-LINE WEB FACILITIES FOR OTHERS FOR ORGANIZING AND CONDUCTING ONLINE MEETINGS, GATHERINGS, AND INTERACTIVE DISCUSSIONS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 11-4-2009; IN COMMERCE 12-28-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-963,496, FILED 3-19-2010.

JASON TURNER, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**TRADEMARK**  
**REEL: 006606 FRAME: 0532**

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.