

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516989

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aptean, Inc. | | 10/26/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Aptean Sapphire, LLC | | |
| Street Address: | 401 Congress Avenue | | |
| Internal Address: | Suite 2650 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87960323 | COMPUTRON G2 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124568435 | | |
| <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: | 312.456.8400 | | |
| Email: | chiipmail@gtlaw.com | | |
| Correspondent Name: | Greenberg Traurig, LLP | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 182637.013800 | | |
| NAME OF SUBMITTER: | Jacqueline V. Brousseau | | |
| SIGNATURE: | /Jacqueline V. Brousseau/ | | |
| DATE SIGNED: | 04/02/2019 | | |
| Total Attachments: 8 | | | |
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| source=Sapphire Trademark Assignment Aptean Inc. to Aptean Sapphire LLC #page2.tif | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of October 26, 2018 (“**Effective Date**”) by and between Aptean, Inc., a Delaware Corporation, with its principal office at 4325 Alexander Drive, Suite 100, Alpharetta GA 30022 (“**Assignor**”), and Aptean Sapphire, LLC, a Delaware Limited Liability Company, with its principal office at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (“**Assignee**”).

WHEREAS, Assignor desires to assign to Assignee, and Assignee accepts, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the foreign trademark registrations set forth on Schedule C attached hereto in each case, together with the goodwill of the business associated therewith (collectively, the “**Marks**”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee accepts, the Assignor’s entire right, title and interest, in the United States of America and in all other countries, to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

Assignment. Assignor does hereby assign, transfer, and convey to Assignee, its successors, assigns and other legal representatives, and Assignee does hereby accept, the Assignor’s entire worldwide right, title, and interest (including, without limitation, all rights therein provided by international conventions and treaties) that may exist today and in the future in and to the following (collectively, the “**Assigned Trademark Rights**”):

1. the Marks;
2. claims, causes of action at law and equity, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from item 1 of this Assignment, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement of the Marks; and
3. royalties, income and other payments due as of the Effective Date and thereafter under or arising from items 1 or 2 of this Assignment.

The Assigned Trademark Rights are for Assignee’s exclusive use and enjoyment, and for the exclusive use and enjoyment of Assignee’s successors, assigns and other legal representatives, to the full end of the term for which any trademark may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor agrees that no rights, title or interest in any of the Assigned Trademark Rights are retained by Assignor.

Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other jurisdiction, to record Assignee as assignee and owner of the Marks and any other patents and patent applications included in the Assigned Trademark Rights, and to issue any and all patents, utility models or other governmental

grants or issuances pertaining to any of the Assigned Trademark Rights in the name of Assignee, its successors, assigns or other legal representatives.

Further Assurances. Assignor shall execute and deliver any instruments, and do and perform any other acts and things as may be reasonably necessary or desirable for effecting and evidencing the assignments contemplated by this Assignment and to record and perfect this Assignment, including without limitation, the execution, delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation.

Representations and Warranties. Assignor represents and warrants that it has the full right and authority to execute this Assignment and to assign the Marks to Assignee; and it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

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

Governing Law. This Assignment shall be interpreted under the trademark laws of the United States of America; but shall be litigated or prosecuted under the laws of the State of Delaware, United States of America, without regard to the conflict of law rules of any jurisdiction.

Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Aptean, Inc.

Kim L. Eaton

Name: Kim Eaton

Title: Chief Executive Officer

Aptean Sapphire, LLC

Kim L. Eaton

Name: Kim Eaton

Title: Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| Trademark | Country | App. No. | File Date | Reg. No. | Reg. Date | Owner |
|--|---------|----------|-------------------|----------|-------------------|--------------|
| DNA | US | 75363859 | <u>9/26/1997</u> | 2929050 | <u>3/1/2005</u> | Aptean, Inc. |
| EVOKEIT | US | 87338750 | <u>2/16/2018</u> | 5331520 | <u>11/1/2017</u> | Aptean, Inc. |
| GOMEMBERS | US | 78598322 | <u>3/30/2005</u> | 3089828 | <u>5/9/2006</u> | Aptean, Inc. |
| KNOVA | US | 78548755 | <u>1/17/2005</u> | 3102180 | <u>6/6/2006</u> | Aptean, Inc. |
| MARKETFIRST | US | 75461172 | <u>4/2/1998</u> | 2632057 | <u>10/8/2002</u> | Aptean, Inc. |
| MEETINGTRAK | US | 78598413 | <u>3/30/2005</u> | 3164713 | <u>10/31/2006</u> | Aptean, Inc. |
| MEMBERTRAK | US | 78598421 | <u>3/30/2005</u> | 3068291 | <u>3/14/2006</u> | Aptean, Inc. |
| ONYX | US | 74573885 | <u>9/15/1994</u> | 1983432 | <u>7/2/1996</u> | Aptean, Inc. |
| RESOLUTIONIZING THE CUSTOMER SUPPORT EXPERIENCE | US | 85591074 | <u>4/6/2012</u> | 4407890 | <u>9/24/2013</u> | Aptean, Inc. |
| SERVICEWARE | US | 74689632 | <u>6/16/1995</u> | 2303097 | <u>12/28/1999</u> | Aptean, Inc. |
| SUPPLYWORKS | US | 75188892 | <u>10/28/1996</u> | 2333486 | <u>3/21/2000</u> | Aptean, Inc. |
| SUPPORTSOFT | US | 76106741 | <u>8/8/2000</u> | 2729784 | <u>6/24/2003</u> | Aptean, Inc. |
| SUPPORTSOFT | US | 78114954 | <u>3/14/2002</u> | 2783201 | <u>11/11/2003</u> | Aptean, Inc. |
| SUPPORTSOFT | US | 78114673 | <u>3/13/2002</u> | 2799210 | <u>12/23/2003</u> | Aptean, Inc. |

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

| Trademark | Country | App. No. | File Date | Owner |
|-----------------------|----------------|-----------------|------------------|--------------|
| COMPUTRON G2 | US | 87960323 | 6/13/2018 | Aptean, Inc. |
| JCM EXECUTIVE | US | 87960393 | 6/13/2018 | Aptean, Inc. |
| ECM EXECUTIVE | US | 87960434 | 6/13/2018 | Aptean, Inc. |
| PROCUREMENT PORTAL | US | 87960478 | 6/13/2018 | Aptean, Inc. |
| WEBDESK | US | 87960593 | 6/13/2018 | Aptean, Inc. |
| GOMEMBERS ONDEMAND | US | 87961134 | 6/13/2018 | Aptean, Inc. |
| SARATOGA CRM | US | 87961159 | 6/13/2018 | Aptean, Inc. |
| SERVICE GATEWAY | US | 87961178 | 6/13/2018 | Aptean, Inc. |
| SURVEYOR | US | 87961184 | 6/13/2018 | Aptean, Inc. |
| TRADEBEAM GTM | US | 88000261 | 6/14/2018 | Aptean, Inc. |

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

| Trademark | Country | App. No. | File Date | Reg. No. | Reg. Date | Owner |
|---------------------------|------------------|-----------------|------------------|------------|-------------------|----------------------------|
| ONYX | Australia | 710520 | <u>6/11/1996</u> | 710520 | <u>11/12/1999</u> | Aptean, Inc. |
| SUPPORTSOFT | Australia | 926554 | <u>9/10/2002</u> | 926554 | <u>2/3/2003</u> | Aptean, Inc. |
| KNOVA | Canada | 1265069 | <u>7/15/2005</u> | TMA697022 | <u>9/21/2007</u> | Aptean, Inc. |
| SUPPORTSOFT | Canada | 1153051 | <u>9/13/2002</u> | TMA630673 | <u>1/20/2005</u> | Aptean, Inc. |
| ONYX | China | 970069742 | <u>7/8/1997</u> | 1227929 | <u>11/28/1998</u> | Aptean, Inc. |
| SUPPORTSOFT | China | 3305346 | <u>9/12/2002</u> | 3305346 | <u>2/21/2006</u> | Aptean, Inc. |
| KNOVA | EU | 004428355 | <u>5/6/2005</u> | 004428355 | <u>6/12/2006</u> | Aptean, Inc. |
| MARKETFIRST and Design | EU | 002832517 | <u>8/28/2002</u> | 002832517 | <u>4/29/2004</u> | Aptean, Inc. |
| ONYX | EU | 000268227 | <u>6/11/1996</u> | 268227 | <u>10/27/2000</u> | Aptean, Inc. |
| SUPPORTSOFT | EU | 002685436 | <u>4/2/2002</u> | 002685436 | <u>11/19/2003</u> | Aptean Inc. |
| KNOVA | Germany | 305271946 | <u>5/10/2005</u> | DE30527194 | <u>9/26/2005</u> | Aptean Inc. |
| KNOVA | Great Britain | 2391222 | <u>5/6/2005</u> | 2391222 | <u>10/28/2005</u> | Aptean, Inc. |
| SUPPORTSOFT | Great Britain | 2296798 | <u>4/2/2002</u> | 2296798 | <u>10/11/2002</u> | Aptean, Inc. |
| SUPPORTSOFT | Hong Kong | 2003B08573 | <u>9/11/2002</u> | 2003B08573 | <u>6/26/2003</u> | Aptean, Inc. |
| SUPPORTSOFT | India | 1132499 | <u>9/11/2002</u> | 1132499 | <u>9/11/2002</u> | Aptean, Inc. |
| KNOVA SOFTWARE | Japan | 2006-62138 | <u>7/4/2006</u> | 5048368 | <u>5/18/2007</u> | Aptean, Inc. |
| ONYX | Japan | H05041177 | <u>4/22/1993</u> | 3213874-2 | <u>10/31/1996</u> | Aptean, Inc. |
| SUPPORTSOFT and Design | Japan | 2003- 084086 | <u>9/12/2003</u> | 4834758 | <u>1/21/2005</u> | Aptean, Inc. |
| SUPPORTSOFT | Malaysia | 2011248 | <u>9/12/2002</u> | 2011248 | <u>8/16/2005</u> | Aptean, Inc. |
| ONYX | New Zealand | 272254 | <u>1/31/1997</u> | 272254 | <u>6/18/1999</u> | Aptean Inc. |
| SUPPORTSOFT | New Zealand | 664635 | <u>9/10/2002</u> | 664635 | <u>2/3/2003</u> | Aptean Inc. |
| ONYX | Singapore | T9702283A | <u>2/26/1997</u> | T9702283A | <u>5/28/2003</u> | Aptean, Inc. |
| SUPPORTSOFT | Singapore | T0214065C | <u>9/11/2002</u> | T0214065C | <u>6/30/2003</u> | Aptean Inc. |
| COMPUTRON | South Africa | | | 1981/01244 | <u>1/14/1983</u> | Computron Software, LLC |

| Trademark | Country | App. No. | <u>File Date</u> | Reg. No. | <u>Reg. Date</u> | Owner |
|------------------|-----------------|-----------------|-------------------------|-----------------|-------------------------|--------------|
| SUPPPORTSOFT | South Africa | 200213724 | <u>9/10/2002</u> | 200213724 | <u>9/10/2002</u> | Aptean, Inc. |
| SUPPORTSOFT | Taiwan | 91040038 | <u>9/11/2002</u> | 01050454 | <u>7/16/2003</u> | Aptean, Inc. |

SCHEDULE D
FOREIGN TRADEMARK APPLICATIONS

None.