

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sales Simplicity Software, Inc.		01/04/2016	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	SSS Acquisition Sub, Corp.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4316598	SALES SIMPLICITY SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3148630800		
Email:	kelley.bastunas@stinson.com		
Correspondent Name:	Paul Fleischut - Stinson Leonard Street		
Address Line 1:	7700 Forsyth Blvd, Suite 1100		
Address Line 4:	St. Louis, MISSOURI 63105-1821		
ATTORNEY DOCKET NUMBER:	MLP 7988 3512456.1971		
NAME OF SUBMITTER:	Paul I. J. Fleischut		
SIGNATURE:	/paul fleischut/		
DATE SIGNED:	04/24/2019		
Total Attachments: 6			
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source=SSS, INC (AZ) to SSS ACQUISITION SUB, CORP (DE) (effective 4 Jan 2016)#page2.tif			
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CH \$40.00 4316598

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of January 4, 2016 (this "Assignment"), is made and entered into by and among Sales Simplicity Software, Inc., an Arizona corporation (the "Assignor"), and SSS Acquisition Sub, Corp., a Delaware corporation (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, pursuant to the Asset Purchase Agreement dated December 22, 2015, Assignor desires to assign all right, title and interest in and to the intellectual property, including the trademarks, copyrights, and domain names, together with all goodwill arising from or relating thereto, set forth in Exhibit A hereto (the "Intellectual Property") to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Intellectual Property, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Intellectual Property herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property from Assignor to Assignee. Assignor hereby also agrees to provide any necessary account information in order to effect the transfer of the ownership of the domain names.

3. Unassignable Rights. To the extent any of the Intellectual Property cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property) unassignable Intellectual Property or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Intellectual Property. In the event any such unassignable Intellectual Property subsequently become assignable, Assignor shall promptly take all necessary action to assign such Intellectual Property to Assignee, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and any applicable domain name registrars to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties.

No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

Signature pages follow

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

SALES SIMPLICITY SOFTWARE, INC.

By: _____
Name: Barry Forbes
Title: President

ATTEST:

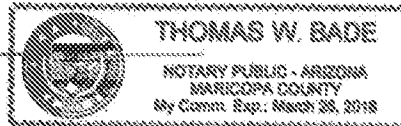
CERTIFICATE OF ACKNOWLEDGEMENT

I, Thomas W. Bade, a Notary Public in and for the State of Arizona do hereby certify that Barry Forbes, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, Sales Simplicity Software, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 4th day of January, 2016.

Thomas W. Bade
Notary Public

My Commission Expires: _____



Signature Page 1 of 2 to Intellectual Property Assignment Agreement

ASSIGNEE:

SSS ACQUISITION SUB, CORP.

By: [Signature]
 Name: Rob Hooker
 Title: CEO

ATTEST:

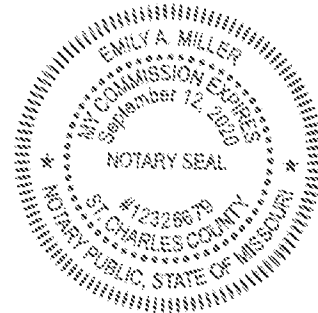
CERTIFICATE OF ACKNOWLEDGEMENT

I, Emily A. Miller, a Notary Public in and for the State of Missouri
 do hereby certify that Rob Hooker, personally known to me to be the same
 person whose name is subscribed to the foregoing instrument, appeared before me this day in
 person and acknowledged that they signed, sealed and delivered the said instrument as a free act
 and deed on behalf of the identified company, SSS Acquisition Sub, Corp., with authority to do
 so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 4th day of
 January, 2016.

[Signature]
 Notary Public

My Commission Expires: 9/12/20



Signature Page 2 of 2 to Intellectual Property Assignment Agreement

EXHIBIT A

Trademarks:

Mark	Current Owner	Goods	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
SALES SIMPLICITY SOFTWARE	Sales Simplicity Software, Inc.	Computer services, namely providing a web-based service in the nature of customer relationship management, sales automation, marketing, management, reporting, preparation of documents for the construction, homebuilding, and real estate sectors (Class 42)	Registered	857654,191	4,316,398	8/2/2012	4/9/2013

Copyrights:

Copyright Title	Reg. Date	Reg. No.	Owner
Sales Simplicity VB6 Code	5/6/2013	TXu001860762	Sales Simplicity Software, Inc.
Sales Simplicity C# Code	4/26/2013	TXu001865316	Sales Simplicity Software, Inc.
SalesSimplicity.net	12/14/2004	TXu001211497	Sales Simplicity Software, Inc.

Domain Names:

Domain Name	Publicly Disclosed Registrant / Registrant Organization	Expiration
salessimplicity.com	Registrant: Daniel Forbes Registrant Organization: Forbes Company	10/5/2016
salessimplicity.net	Registrant: Daniel Forbes Registrant Organization: Forbes Company	3/9/2016